

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA,
TO BE HELD OCTOBER 18, 2016, AT 6:00 PM., AT THE COUNCIL CHAMBERS BUILDING,
826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER -- THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.

V. INTRODUCTION OF NEW EMPLOYEES

JOHN CARTER, INFORMATION TECHNOLOGY MANAGER, AND HENNING BECK, RADIO & TELECOMMUNICATIONS TECHNICIAN/ADVISOR

VI. PROCLAMATIONS

DECLARING OCTOBER 22, 2016, AT "VETERANS HISTORY DAY."

PROCLAIMING NOVEMBER 6, 2016, AS "MITZVAH" DAY.

PROCLAIMING OCTOBER 16-22, 2016, AS "ARIZONA CITIES & TOWNS WEEK."

VII. PRESENTATIONS

YAVAPAI COLLEGE UPDATE BY DR. JAMES PEREY, EXECUTIVE DEAN/CAMPUS EXECUTIVE OFFICER FOR VERDE VALLEY CAMPUS & DIRECTOR OF UNIVERSITY/GOVERNMENTAL RELATIONS.

COTTONWOOD HISTORIC HOME TOUR EVENT SCHEDULED FOR NOVEMBER 12, 2016.

GAME CHANGER AWARD FROM MATFORCE TO THE COTTONWOOD POLICE DEPARTMENT.

INTRODUCTION AND REVIEW OF THE NEW COTTONWOOD POLICE DEPARTMENT SMART PHONE APPLICATION.

VIII. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02(H).) Comments are limited to a 5 minute time period.

IX. APPROVAL OF MINUTES

REGULAR MEETING OF OCTOBER 4, 2016.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.

- X. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
1. RENEWAL OF CONTRACT WITH STANDARD PRINTING COMPANY FOR UTILITY BILL PRINTING AND MAILING SERVICES.
 2. RENEWAL OF CONTRACT WITH SRE TRANSPORTATION FOR BIOSOLIDS HAULING SERVICES.
 3. LEASE EXTENSION FOR THE OLD TOWN JAIL BUILDING LOCATED AT 1101 NORTH MAIN STREET.
 4. RENEWAL OF THE FINAL ONE-YEAR CONTRACT EXTENSION WITH ACCURATE BUILDING MAINTENANCE FOR CITY-WIDE CUSTODIAL SERVICES.
 5. CONTRACT NUMBER 2017-405d-005 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR OVERTIME EXPENSES INCURRED BY THE COTTONWOOD POLICE DEPARTMENT DURING DUI TASK FORCE PATROL AND CHECK-POINTS.
 6. CONTRACT 2017-PT-014 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY, TO PROVIDE FUNDS FOR OVERTIME EXPENSES INCURRED BY THE COTTONWOOD POLICE DEPARTMENT FOR SELECTIVE TRAFFIC ENFORCEMENT PATROL (STEP) DETAILS.
- XI. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. PUBLIC HEARING REGARDING POSSIBLE ANNEXATION OF PORTIONS OF 13 RESIDENTIAL PROPERTIES THAT ARE CURRENTLY PARTIALLY WITHIN YAVAPAI COUNTY.
 2. PRESENTATION, DISCUSSION AND COUNCIL DIRECTION ON A PROPOSED NEW CITY WEBSITE.
 3. AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT IN THE AMOUNT OF \$2,430,000.00, TO HELP FUND AN OLD TOWN STREETScape EXTENSION PROJECT (PHASE IV--WILLARD STREET TO 10TH STREET.)
 4. REVIEW OF THE 2016 THUNDER VALLEY RALLY EVENT.
- XII. CLAIMS AND ADJUSTMENTS
- XIII. EXECUTIVE SESSION--ANNUAL REVIEW OF THE CITY MANAGER;
PURSUANT TO A.R.S. §38-431.03.(A)(1) THE COUNCIL MAY VOTE TO CONVENE INTO EXECUTIVE SESSION SUBJECT TO THE CITY MANAGER'S

RIGHT TO COMPEL THE COUNCIL TO DISCUSS THIS MATTER IN OPEN MEETING.

XIV. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY MANAGER'S EMPLOYMENT AGREEMENT.

XV. ADJOURNMENT

Pursuant to A.R.S. 38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. 38-431.03.(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

The Cottonwood Council Chambers is accessible to the disabled in accordance with Federal "504" and "ADA" laws. Those with needs for special typeface print or hearing devices may request these from the City Clerk (TDD 634-5526.) All requests must be made 24 hours prior to the meeting.

Members of the City Council will attend either in person or by telephone conference call.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9 , subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.



PROCLAMATION

Whereas, the United States Congress created the Veterans History Project in 2000 through Public Law 106-380; and

Whereas, the Veterans History Project collects, preserves, and makes accessible the personal accounts of American war veterans so that future generations may hear directly from veterans and better understand the realities of war and military service; and

Whereas, local Cottonwood veterans and their families and our community have benefited from this opportunity; and

Whereas, the Veterans History Project volunteers will host a midday event on October 22, 2016, to honor and thank project participants.

Now, therefore, I, Diane Joens, Mayor of the City of Cottonwood, Arizona, on behalf of the Cottonwood City Council, do hereby proclaim October 22, 2016, as **Veterans History Project Day** in Cottonwood.

IN WITNESS THEREOF, I have hereunto set my hand this 18th day of October 2016.

Diane Joens, Mayor



PROCLAMATION

WHEREAS, individuals and non-profit organizations in Cottonwood and the Verde Valley need help beyond what their means and current structures provide; and

WHEREAS, volunteerism is the willingness of people to serve others without being motivated by their own financial gain; and

WHEREAS, "Mitzvah," the Hebrew word for "Commandment," has come to express acts of human kindness; and

WHEREAS, since Mitzvah Day began in 2007, over 400 projects have been completed and an average of 250 volunteers per year have contributed over 11,000 hours of community service; and

WHEREAS, Mitzvah Day helps organizations attract new volunteers for work during the year; and

WHEREAS, this day of service represents a significant value to the individuals and organizations of Cottonwood; and

WHEREAS, 2016 is the 10th Anniversary of Mitzvah Day in our community.

NOW, THEREFORE, I Diane Joens, Mayor of the City of Cottonwood in recognition of the important role of service in the community do hereby proclaim Sunday, November 6, 2016, as

Mitzvah (Good Deed) Day – a spirit led day of community service to individuals and organizations in Cottonwood and the Verde Valley

and urge all citizens to recognize the outstanding work of volunteers and to support these efforts by volunteering for one of the many projects designed to care for one another, the community, and the planet.

Diane Joens, Mayor

Dated this 18th day of October 2016.



PROCLAMATION

Cities and Towns Week 2016

Whereas; the citizens of Cottonwood rely on the City of Cottonwood to experience a high quality of life in our community; and

Whereas; cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital city services such as water and sewer utilities, fire, police and emergency medical response to ensure safe communities; and

Whereas; cities and towns in Arizona also provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation and recycling services, libraries, community centers and recreational programs; and

Whereas; it is important for Cottonwood to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

Whereas; it is one of the responsibilities of Cottonwood officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

Whereas; through participation and cooperation; citizens, community leaders, local businesses and municipal staff can work together to ensure that services provided by the City of Cottonwood can remain exceptional elements of the quality of life of our community.

Now therefore be it resolved that the City of Cottonwood joins with the League of Arizona Cities and Towns and fellow municipalities across the state of Arizona in declaring October 16-22, 2016, as Arizona Cities & Towns week.

Diane Joens, Mayor

City of Cottonwood, Arizona
City Council Agenda Communication



[Print](#)

Meeting Date:	October 18, 2016
Subject:	Presentation of Game Changer Award to Cottonwood Police Department
Department:	City Clerk
From:	Chief Stephen Gesell

REQUESTED ACTION

For the Mayor and City Council to allow MATFORCE to express their thanks to the Cottonwood Police Department Officers for their dedication and service to the residents of Yavapai County. They would like to publicly thank the officers with Game Changer Awards.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: Not Applicable

BACKGROUND

MATFORCE has chosen to recognize all Police Officers throughout Yavapai County as their Quarterly Game Changer Award winners. They want to express their gratitude and thank each officer for their dedication and service to the residents of Yavapai County.

JUSTIFICATION/BENEFITS/ISSUES

Not Applicable

COST/FUNDING SOURCE

Not Applicable

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

City of Cottonwood, Arizona
City Council Agenda Communication



[Print](#)

Meeting Date:	October 18, 2016
Subject:	Cottonwood Police Department Smart Phone App
Department:	Police
From:	Chief Stephen Gesell

REQUESTED ACTION

Introduce Cottonwood Police Department Smart Phone App.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: N/A

BACKGROUND

The Cottonwood Police Department is launching the Cottonwood Police Department app on October 1st to make it as easy as possible for residents to stay connected with the Cottonwood Police Department. People with the PD app will have enhanced opportunities online to communicate directly with the Police Department. The department continues to look for opportunities to create community partnerships using technology; Strengthen Internal & External Communication is an objective of the Department's Strategic Plan and the app will help accomplish this initiative. The app will help the department connect with, inform, and engage citizens in a new way. Community members will have greater access to police services at their fingertips, giving them more opportunities to share information with the police. Citizens will be able to access contact information, submit a tip, provide feedback, access their Neighborhood Officer, School Safety Officer, Press Releases, Facebook/News, create a record of their valuables, search the area for sex offenders, view frequently asked questions or safety tips, and access useful local and state web links.

JUSTIFICATION/BENEFITS/ISSUES

It's a tool for the department to connect with the community. Many people are connected with their phones with so many different things we felt that it was beneficial for the Police Department to provide an APP for the community to connect with the police department. Perhaps this will make it easier for someone obtain information as well as provide information to the police department.

COST/FUNDING SOURCE

\$3,000 to start and \$2,900 a year to renew plus \$99 to Apple and \$25 to Google each year.

ATTACHMENTS:

Name:	Description:	Type:

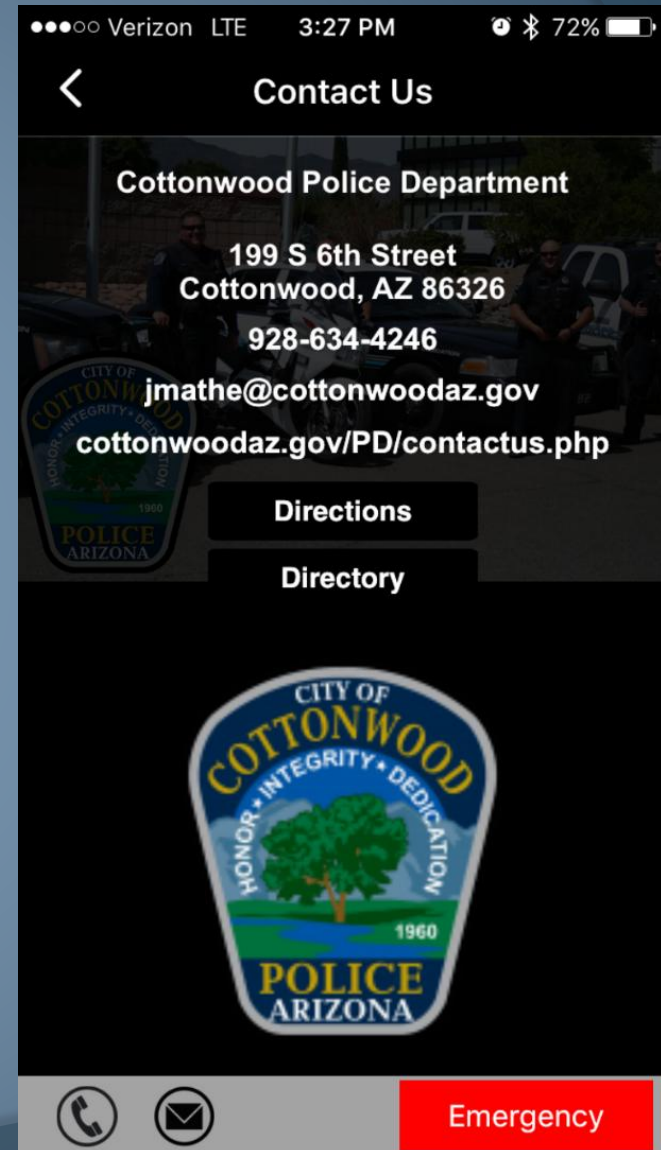
COTTONWOOD POLICE DEPARTMENT SMART PHONE APP



Main Screen Access



Contact Us



Submit A Tip

The screenshot shows a mobile application interface for submitting a tip. At the top, the status bar displays 'Verizon LTE', '3:28 PM', and '72%' battery. The app's header is black with a white back arrow, the title 'Submit A Tip', and a white close 'X' icon. Below the header, there are two buttons: 'Include Contact info' (black with white text) and 'Anonymous Tip' (red with white text). The main content area is white and contains the following text: 'Help the Cottonwood Police Department by submitting tips. If you have information about a crime please submit your information here. You can choose to be anonymous or provide your contact information.' followed by 'Thank you!'. At the bottom, there is a bold warning: 'If you have an EMERGENCY, please call 911. Do not use this form to report "in-progress" activities or if you need to file an official police report, please call the police department at [\(928\) 649-1397](tel:9286491397).' Below this text is a horizontal line indicating where to enter the tip details.

Verizon LTE 3:28 PM 72%

< Submit A Tip X

Include Contact info Anonymous Tip

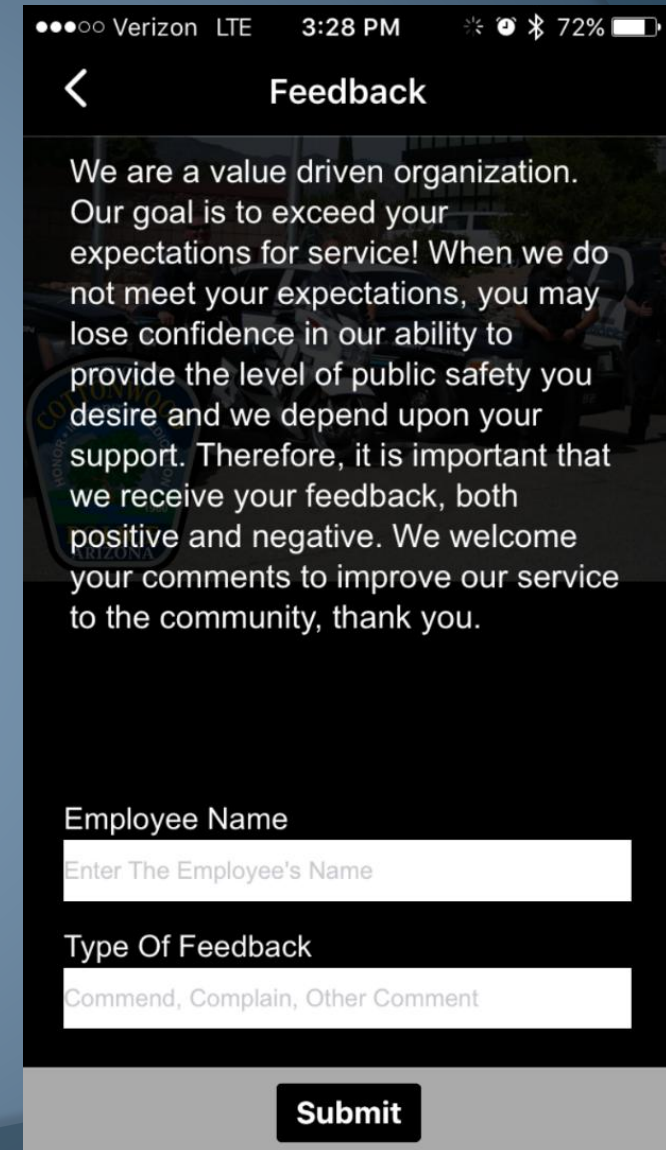
Help the Cottonwood Police Department by submitting tips. If you have information about a crime please submit your information here. You can choose to be anonymous or provide your contact information.

Thank you!

If you have an EMERGENCY, please call 911. Do not use this form to report "in-progress" activities or if you need to file an official police report, please call the police department at [\(928\) 649-1397](tel:9286491397).

Feedback

Commend, Complain, Other Comment

A mobile application interface for a feedback form. The status bar at the top shows 'Verizon LTE', '3:28 PM', and '72%' battery. The app title is 'Feedback'. The main text is a paragraph about the organization's commitment to service and feedback. Below the text are two input fields: 'Employee Name' and 'Type Of Feedback'. The 'Employee Name' field has a placeholder 'Enter The Employee's Name'. The 'Type Of Feedback' field has a placeholder 'Commend, Complain, Other Comment'. A 'Submit' button is at the bottom.

Verizon LTE 3:28 PM 72%

Feedback

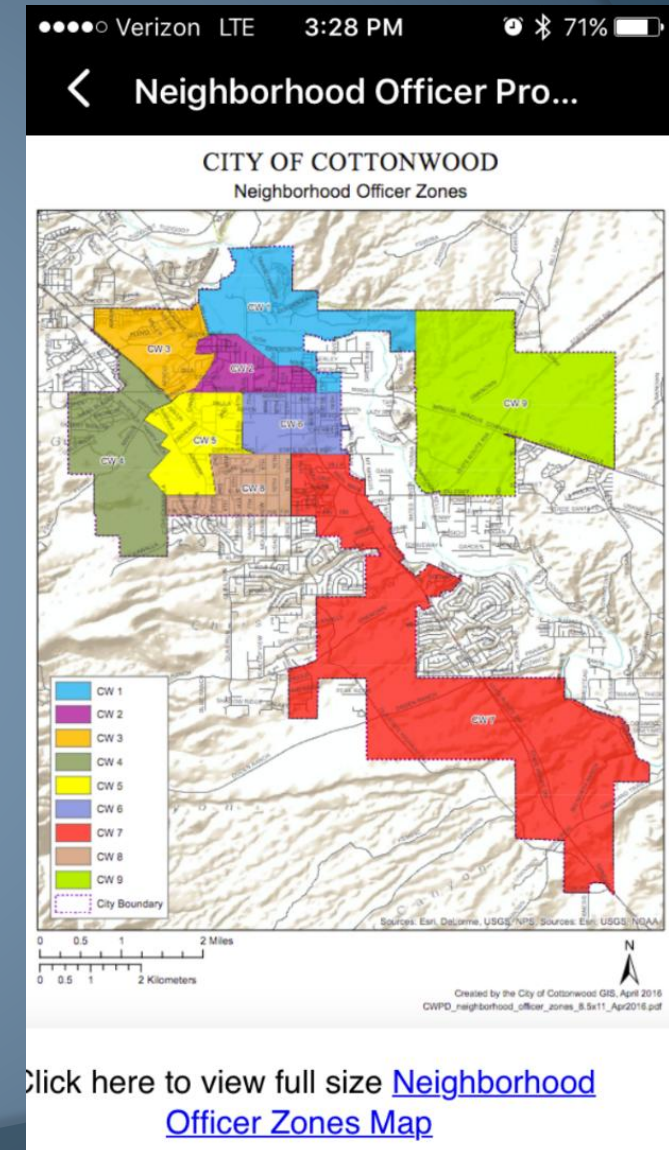
We are a value driven organization. Our goal is to exceed your expectations for service! When we do not meet your expectations, you may lose confidence in our ability to provide the level of public safety you desire and we depend upon your support. Therefore, it is important that we receive your feedback, both positive and negative. We welcome your comments to improve our service to the community, thank you.

Employee Name

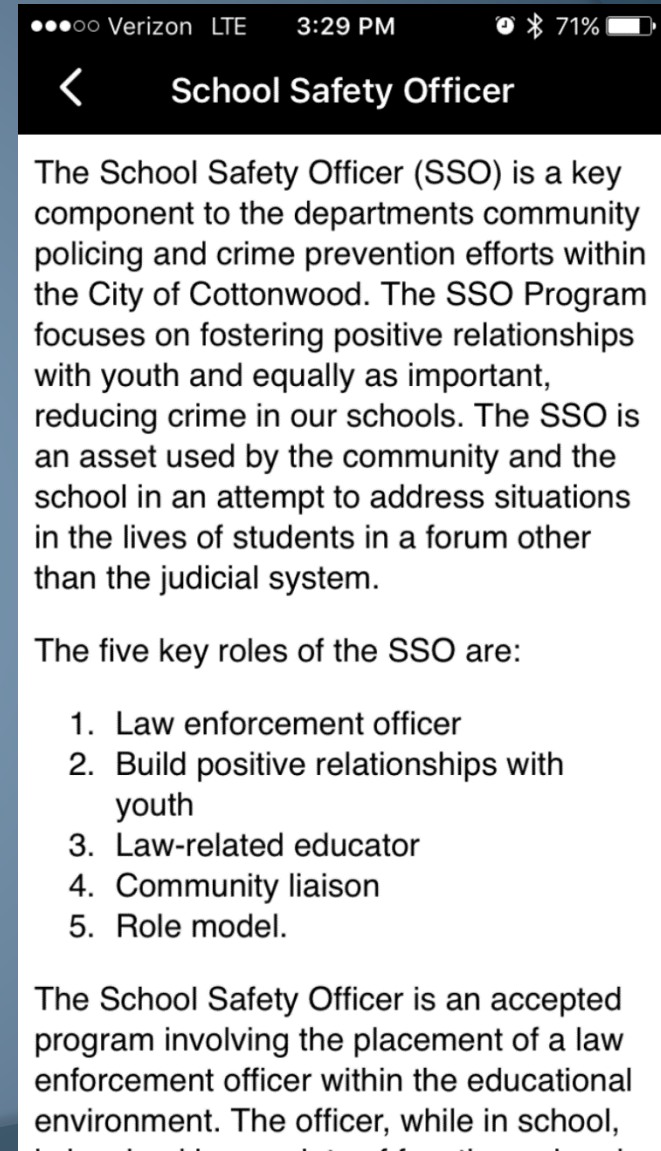
Type Of Feedback

Submit

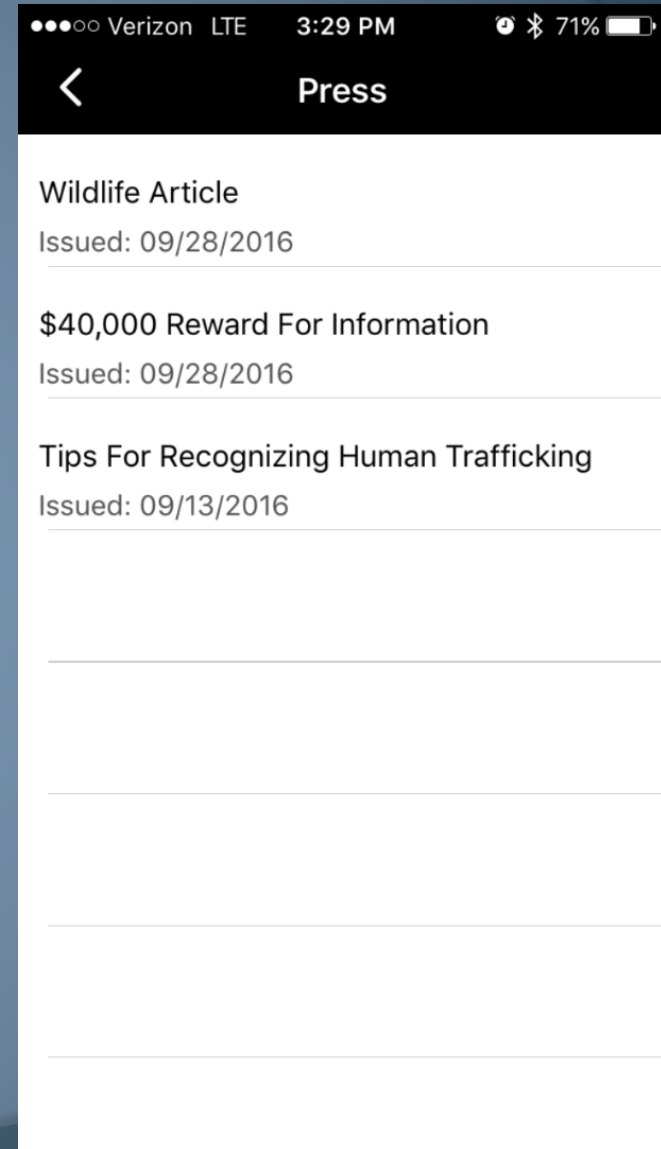
Neighborhood Officer Program



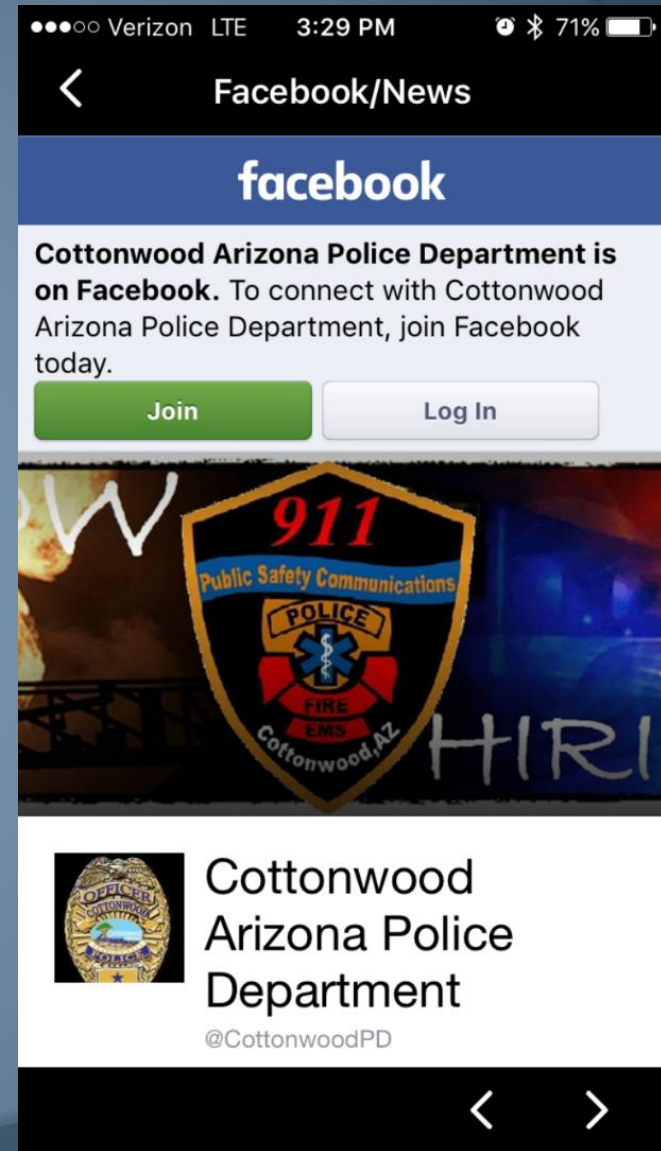
School Safety Officer



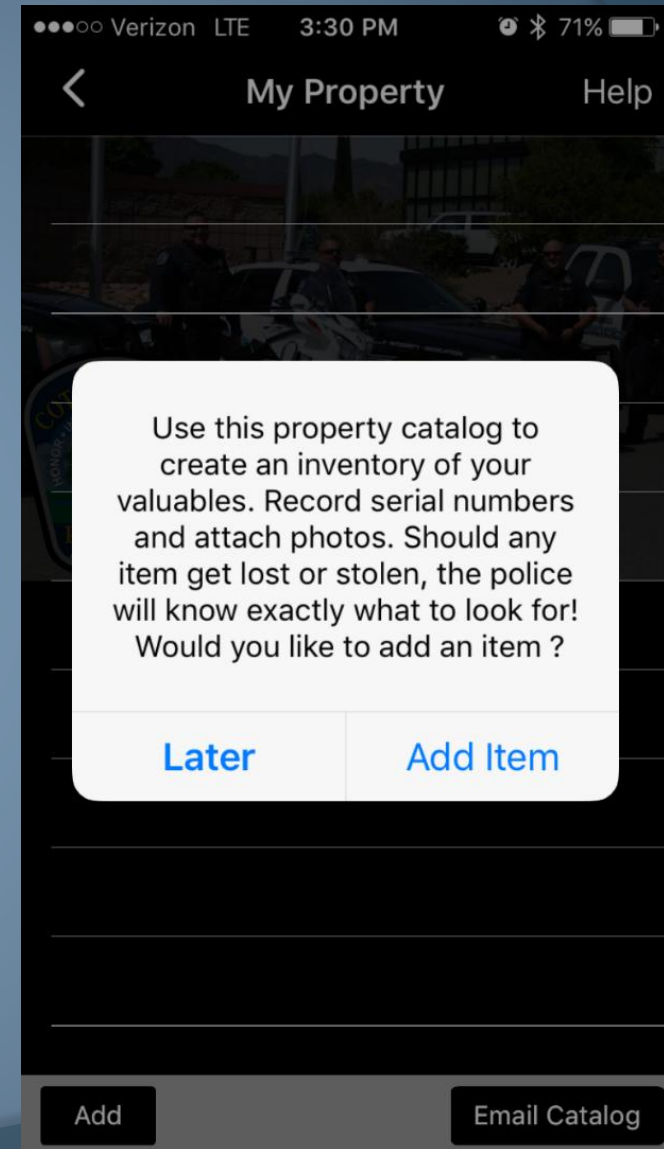
Press



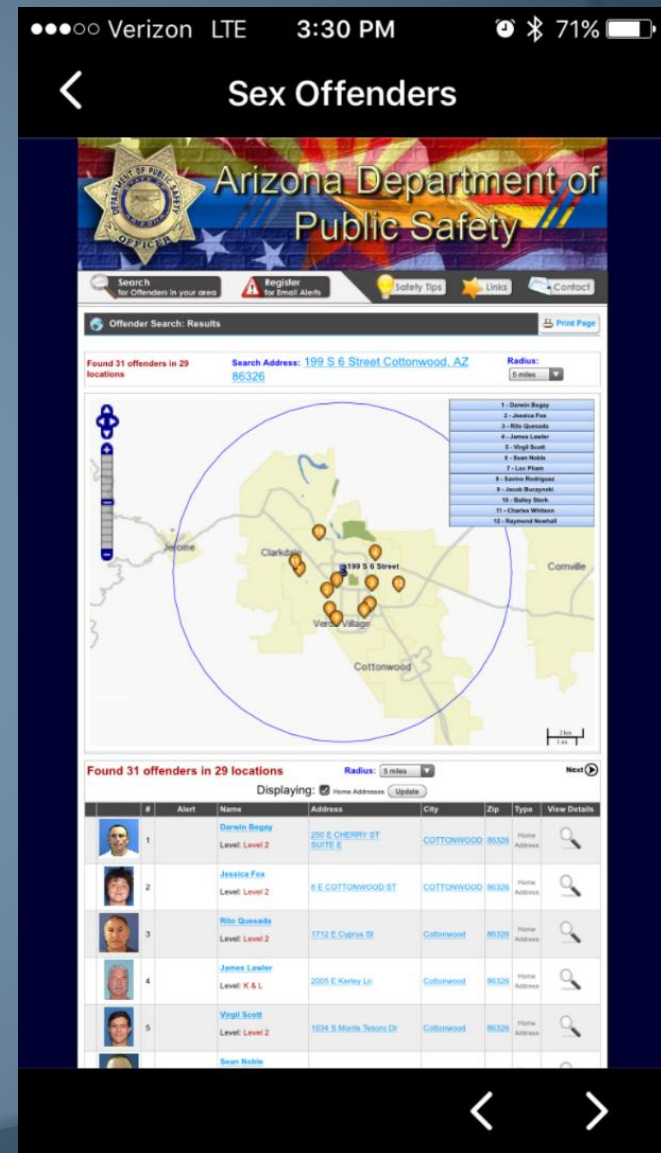
Facebook/News



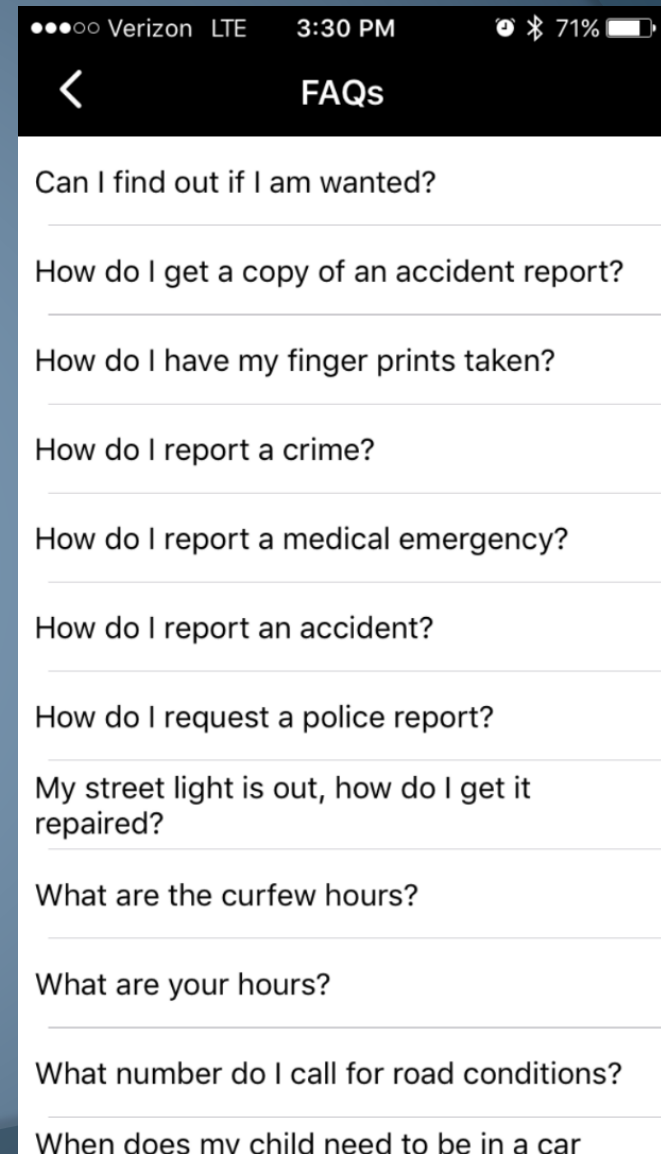
My Property



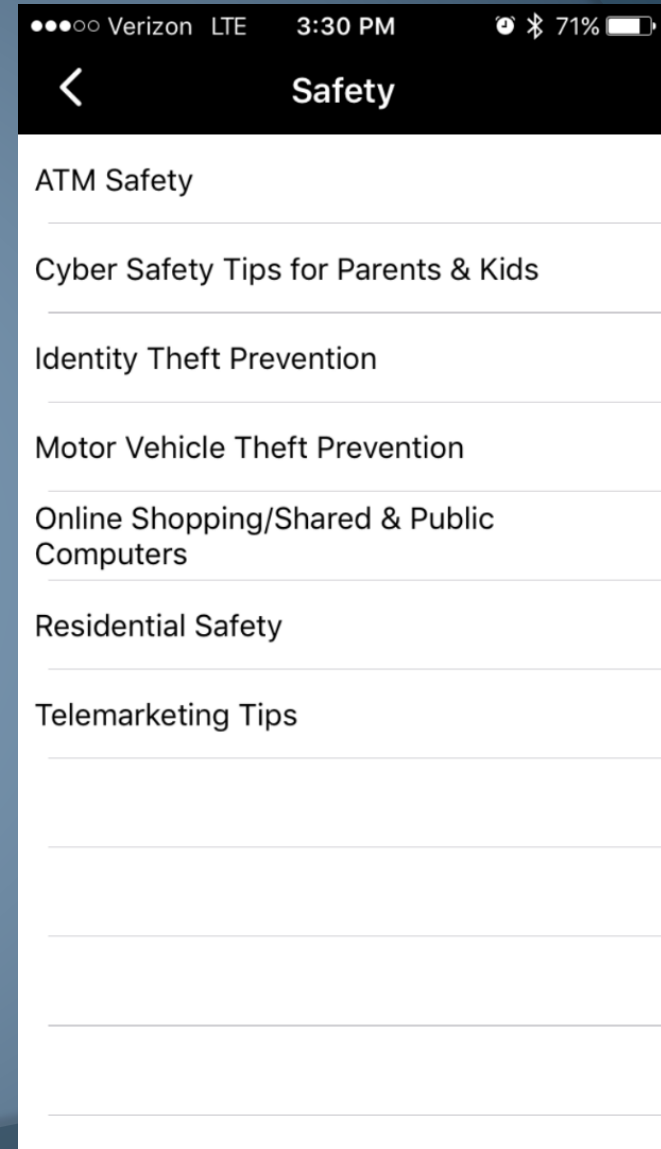
Sex Offenders



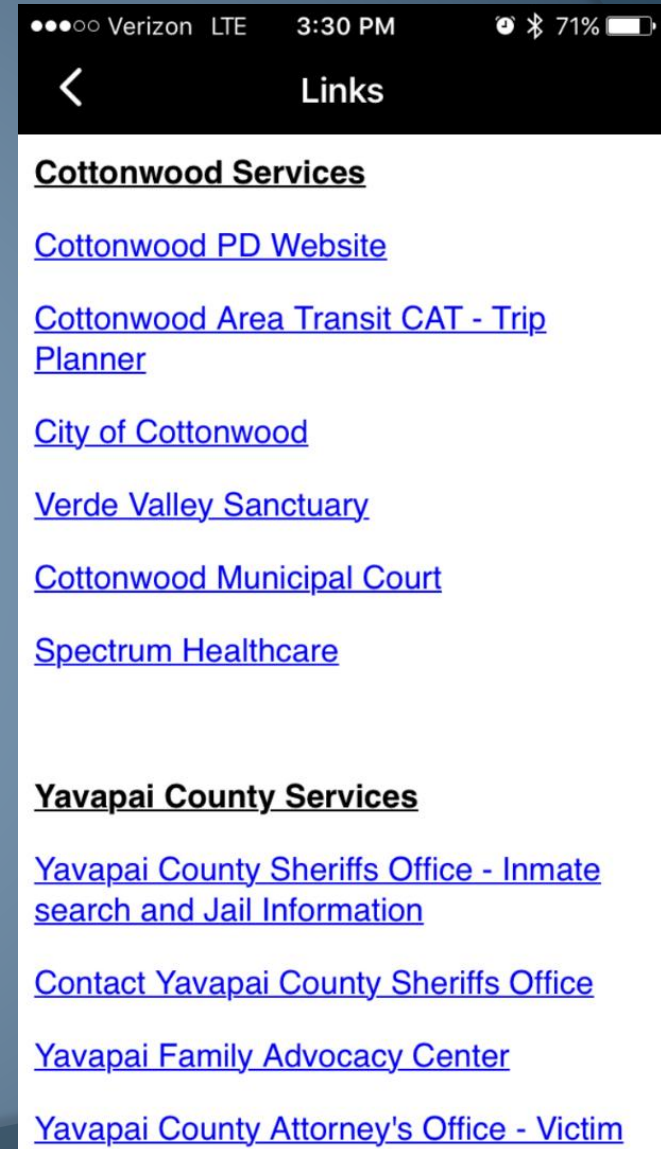
Frequently Asked Questions



Safety



Links



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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, HELD OCTOBER 4, 2016, AT 4:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

Mayor Joens called the meeting to order at 4:00 p.m. Roll call was taken as follows:

COUNCIL MEMBERS PRESENT

Diane Joens, Mayor
Karen Pfeifer, Vice Mayor
Terence Pratt, Council Member
Kyla Allen, Council Member
Linda Norman, Council Member
Ruben Jauregui, Council Member

STAFF MEMBERS PRESENT

Doug Bartosh, City Manager
Marianne Jimenez, City Clerk
Steve Horton, City Attorney
Hezekiah Allen, Recreation Services Supervisor
Richard Faust, Community Services General Manager

PLEDGE OF ALLEGIANCE

Mayor Joens led the Pledge of Allegiance.

SUMMARY OF CURRENT EVENTS

Vice Mayor Pfeifer stated they had a very successful Verde River Day. They told her they had 2,334 people attend. The following week they had a successful Wet Water Project where almost 500 fourth graders attended.

Mayor Joens stated Council Member Norman was also there and this made nine years she had volunteered for the Wet Water Project.

Mr. Bartosh stated he was proud to announce that Sgt. Todd Moore from the police department has been selected as the Arizona Homicide Investigator's Association, Investigator of the Year. He was sure that had a lot to do with the Marisol Gonzalez case. He also let the council know that at 3 p.m., this Friday they were having the employees' picnic at Riverfront Park, and encouraged all the council members who could make it to come out.

Council Member Pratt reminded the public to look at the front page of the Verde Independent tomorrow about the success story of the Cottonwood police department working with various entities to help out the homeless folks.

Mayor Joens announced she had driven back to Iowa to visit her mother.

AWARDS

2016 THUNDER VALLEY RALLY AMBASSADOR AWARDS--DIANE JOENS, TERENCE PRATT & DOUG BARTOSH.

Three unidentified Thunder Valley Rally committee members came forward and one stated this award exemplifies some of the support and enriches community, economy, and the sanctity of motorcycling; chosen individuals display these characteristics year round through their vision and actions. The 2016 recipients are: Doug Bartosh, Diane Joens, and Terence Pratt. The three committee members then presented plaques to them.

PROCLAMATIONS

PROCLAIMING OCTOBER 16, 2016, AS "NATIONAL FERAL CAT DAY."

Mayor Joens proclaimed October 16, 2016, as National Feral Cat Day, a day dedicated to educating communities about feral cats and Trap-Neuter-Return, a humane method of care for outdoor cats.

Angie Hare, the Verde Valley Humane Society manager, reviewed the work the Humane Society did with feral cats, and Mayor Joens and Ms. Jimenez presented the Proclamation to Ms. Hare.

CALL TO THE PUBLIC

There were no comments from the public.

APPROVAL OF MINUTES OF SPECIAL MEETING OF SEPTEMBER 13, 2016, WORK SESSION OF SEPTEMBER 13, 2016, AND REGULAR MEETING OF SEPTEMBER 20, 2016

Council Member Allen moved to approve the minutes as presented. The motion was seconded by Vice Mayor Pfeifer, and carried.

CONSENT AGENDA

SPECIAL EVENT LIQUOR LICENSE APPLICATIONS FOR THE "WALKIN' ON MAIN" EVENT SCHEDULED FOR NOVEMBER 12, 2016, IN OLD TOWN: ARIZONA STRONGHOLD VINEYARDS, LLC; BURNING TREE CELLARS; CADUCEUS CELLARS; CONTTONTUCKY, LLC; FOUR EIGHT WINeworks; GALLIFANT CELLARS/WINERY 101; PAGE SPRINGS CELLARS & VINEYARDS; PIERCE WINES ARIZONA LLC; PILLSBURY WINE CO., NORTH; & SOUTHWEST WINE CENTER

Council Member Pratt moved to approve the Consent Agenda. The motion was seconded by Council Member Norman, and carried unanimously.

NEW BUSINESS

REQUEST TO CLOSE NORTH MAIN STREET FROM PIMA STREET TO CACTUS STREET, AND THE GATEWAY PARKING LOT, FROM 4-9 P.M., ON NOVEMBER 12, 2016, FOR THE "WALKIN' ON MAIN" EVENT

Mr. Allen stated this was a rudimentary closure we do each year for Walkin' on Main. They proposed closing the street down on Saturday at 4 a.m., from the Tavern Parking lot down, and the Old Jail parking lot for the car show. The event hours were 11 a.m., to 5 p.m. We put 9 p.m., as the road closure to give ourselves a little buffer. We try to be done before that with the intent of having as minimal impact on Old Town merchants as possible.

Eric Jurisin, Old Town business owner, stated he couldn't remember them keeping the road closed that late and they didn't open the road until 8ish. He noticed after Thunder Valley Rally with a little more effort it could have happened sooner. That was also Art Walk night, and as we're doing a better job of the night time business down here it would be great if there was a little effort to open it sooner.

Mayor Joens asked if that could be accommodated.

Mr. Allen stated the big challenge is we've got two 40 by 40 tents that all have artists in them, and comes down to how quickly they can get those artists out. Once the artist are out, Verde Valley Rentals is right behind them tearing down the tents. We try to exceed that 9 p.m., every year.

Ms. Jiménez reminded the public that in conjunction with Walkin' on Main is the Historic Home and Building Tour.

Mayor Joens asked Mr. Elinski if he would like to say a few words about the historic home tour.

Mr. Elinski stated he would like to make a presentation to the council the end of this month for the goals of the home tour this year that would be taking place between the hours of 9 and 4 p.m.

Council Member Pratt moved to approve the street closure of North Main Street in Old Town between Pima Street and Cactus Street and the Gateway parking lot, from 4 a.m., to 9 p.m., on November 12, 2016, for the Walkin' on Main event. The motion was seconded by Vice Mayor Pfeifer, and carried.

REVIEW OF THE 2016 TILTED EARTH EVENT

Mr. Allen stated this is actually the first year we started a Tilted Earth committee which was a great group of local stakeholders, wine entrepreneurs, and Eric Glomski who wanted to extend apologies for not being here today. He was down in Wilcox because it was their

harvest and crush season. This year we did a descriptive analysis/study of the Tilted Earth participants who attended. We did not do the economic impact study. That was something the committee requested that we do and maybe follow it up the following year to do some kind of trend with that. As with all studies, we would like to give the perimeters that way you understand the data that is being presented to you. Sample population: we took 295 surveys. We had a total event population of 1,680 attendants this year that was down from last year. We're 95 percent confident that our data is going to fall between plus or minus 5.18. Basically, if the average of the mean is 50 percent it's going to be 55 plus or minus and some change. Tilted Earth visitor origins: 23 percent of the attendees were from the City of Cottonwood and the rest were from out-of-town. The highest percentage (20%) visitors combined income before taxes in 2015 was \$50,000-\$75,000, and in 2016 it was 17 percent in the \$50,000-\$75,000 category. The highest age category percentage in 2015 was between the ages of 35-45 and in 2016 it was between the ages of 18-33. Measure performance/overnight stays: the question of "Overall, how well did the Tilted Earth Festival meet your expectations?" In 2015, the mean was 9.0 and in 2016 it was 8.7. The question of: "Would you recommend Tilted Earth to your friends and family?" In 2015, 97.5 percent said yes, and in 2016, 97.8 percent said yes. The question of: "Are you staying overnight away from home in Northern Arizona before, during and or after the Tilted Earth festival?" In 2015, 61.8 percent said yes, and in 2016, 41.4% said yes. In 2016, total sales, which are wine ticket sales, ticket sales, merchandise sales, plus total sponsors of \$48,500, came to a total revenue of \$147,360.77. In 2016, program expenditures were \$152,705. The event raised approximately \$24,000 for charities. Total operating income, which does not include staffing, was minus \$5,344.23. In 2015, which was a two-day event, the total expenditures were \$218,186. Total sales were \$144,887, which included \$44,500 from sponsors, and it raised approximately \$30,000 for charity. We brought the numbers a lot closer together and that was a combination of our staff with our program expertise and Eric with his business model. We allocated \$72,000 for this event; it was a co-sponsorship agreement with Page Springs Cellars. In 2015 we gave them a flat \$20,000, and the total cost to the city was around \$30,000 when you factor staff time plus the \$20,000. In 2016 we spent \$58,465.98 and got back, according to the agreement, \$58,465.88, so we netted out at zero and had an approximate state and local tax generation of \$18,000. That's the agreement expenditures and doesn't include staffing. When you go outside of the agreement, the city spent \$9,301.14 on staffing, \$679.00 on the NAU study, event insurance was \$1,651.20, and purchasing the Old Town signs cost \$852.87. The total city cost, cash in cash out for 2016, was \$12,484.21. The cost benefit ratio we netted out positive because of the sales tax we generated at \$5,515.79.

Mr. Elinski stated we hired an attorney to come up with the contract that cost about \$6,400 as he recalled, and questioned if that cost was in these numbers or was the cost shared with the other party to the contract.

Mr. Allen stated that cost was not in these numbers. Basically, you could add the \$6,000 so we were in the hole \$1,000 and some change this year. The follow up question is what does the future hold for Tilted Earth. Eric Glomski has informed us that he's in the business of making wine, and he's enjoyed his time working with the city to a certain degree. The event

world is a whole different monster and it's very taxing on his crew and it's not what his crew does. Staff has tried to work on an agreement with him with the thought of we take the program over, but as far as the imagery, the branding, how people perceive it, we would still get consulting from Page Springs Cellars. Obviously, the financial contribution from Page Springs Cellars would drop off. Staff's thought was we feel we could do the program for between \$72,000-\$80,000. Obviously, we would have to drop off some program components that were niceties but do not really contribute to the bottom line.

Mr. Faust stated with Eric and his involvement the one thing they would probably pull into Page Springs more for promotion and marketing would be the dinner program that was held at Blazin' M. That was expressly identified by Eric is that they would hold everything out there and pull probably close to 300 people on site. Our Saturday event program would include a national act band to pull people up from the Phoenix area by getting a better national act. What Hez was talking about was cutting away the VIP areas, eliminate the child care as much as we can, and take a look at a lot of different areas that we need to cut back on. We believe we can do a one day event and feel Page Springs, as well as a lot of the other wineries in the area, would contribute with the booths and writing a check back to the city which is where we would gain a lot. A lot of the sponsorships Eric is able to get; we would not be able to get those sponsorships. His are primarily associated with the wineries and the wine companies. We would continue to do a lot of our sponsorships with Four Peaks, Hennessey, and those things would continue on. He wanted to make sure everybody understood that we did have an investment of about \$30,000 from two years ago and if we did take the \$18,000 that we lost, it was nowhere near the \$30,000 we did two years ago, and that would include the attorney's cost. Our main goal is to try and get direction from Council as to what you would like us to do.

Council Member Pratt stated in many ways this was an important event for Cottonwood. He didn't know if everybody had noticed that Clarkdale was starting to have more and more events because they are realizing that's more of the way to do economic development. There was a recent editorial in the Verde Independent talking about events and the economic impact in the area on cities and towns that are doing it right, and he would hate to see us walk away from this. It fits right in with our branding, "The heart of Arizona wine (country,)" and we can talk to Eric and he's got the sponsorships. We could also include the college a little more because that program is getting much more popular and is drawing people to the area, so I think we need to find a way to continue doing this.

Council Member Allen stated in our packet it shows the estimated economic impact for 2015 was \$373,000 and what we put into it was \$78,000, and that was an excellent return on money, and questioned if that was correct.

Mr. Allen stated those were the 2015 numbers, and obviously the population size went down a little bit this year, so you can take it as a face value but it was an approximation.

Council Member Allen stated we're still profiting our citizens immensely with this event, and she wanted to make that clear for the listeners.

Mr. Faust stated the fewer amount of people that did overnight stays is indicating we are looking at closer to \$300,000.

Council Member Allen questioned if the artists and galleries were charged for their space.

Mr. Allen stated that component was handled by Page Springs Cellars. From his understanding they charged them a percentage because it was a challenge to get artists.

Council Member Allen stated in general, an artist will pay anywhere from \$200-\$300 for a booth space, and if you were to increase that and charge the \$200 per booth space you're going to make some extra money that way.

Mr. Faust stated one of the things Mr. Glonski had indicated was he was very concerned about Cottonwood and the brand. He wants to continue the program and would like to see it continue. He felt this would help assist him and Page Springs and get more notoriety for Page Springs, but he would also like to see us continue the event for the one day. We were looking at moving it back because it was so hot, we believe it impacted us and moving into May would help us dynamically.

After further discussion regarding the event, Mayor Joens stated they were looking for direction from the council on whether to proceed with the event for the coming year.

Mr. Allen state staff is looking for direction on if you would like us to take this program completely in-house with the artistic and branding side consulting coming from Page Springs Cellars, and we would use our already budgeted \$72,000. It would probably be between \$72,000 and \$80,000 to put this program on with the city having the financial responsibility.

Council Member Allen stated she thought it was great, Council Member Pratt stated go for it. Vice Mayor Pfeifer, and Council Members Norman and Jauregui agreed.

Mr. Elinski reminded the council that May is Clarkdale's Verde Valley Wine and Music Festival.

CLAIMS/ADJUSTMENTS

Council Member Norman moved to pay the Claims. The motion was seconded by Council Member Allen, and carried.

ADJOURNMENT

Mayor Joens moved to adjourn. The motion was seconded by Vice Mayor Pfeifer, and carried. The regular meeting adjourned at 4:53 p.m.

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	October 18, 2016
Subject:	Renewal of Contract for Utility Bill Printing and Mailing Services.
Department:	City Clerk
From:	Utilities- Roger Biggs

REQUESTED ACTION

Staff is requesting approval of the final one (1) year extension of the contract for Utility Bill Printing and Mailing Services with Standard Printing Company.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

“I move to renew the Contract for Utility Bill Printing and Mailing Services for the final one (1) year extension to Standard Printing Company.”

BACKGROUND

The original contract was awarded for a one (1) year period with the option to renew for two (2) additional one (1) year extensions to Standard Printing Company on November 18th, 2014. This approval is for the second of two possible one (1) year extensions.

If Council approves renewing this contract for the first additional one-year term, the contract will be extended through November 18th, 2017.



JUSTIFICATION/BENEFITS/ISSUES

Standard Printing Company has provided excellent service throughout the initial term of the current contract. The Staff at SPC worked diligently with the City’s Utility Billing department to create a virtually seamless transition from in-house to outsourced utility bill preparation and mailing. This transition has resulted in greater efficiency, reduced labor costs and allowed Utility staff to focus on improving service to our customers.

COST/FUNDING SOURCE

Water and Wastewater funds

ATTACHMENTS:

Name:	Description:	Type:
 Contract_Extension.doc	Contract Extension	Backup Material
 City_of_Cottonwood_Contract_-_November_2014.pdf	City of Cottonwood Contract	Backup Material

City of Cottonwood
Purchasing Department
816 N. Main Street
Cottonwood, AZ 86326
928.340.2714



CONTRACT EXTENSION

October 18th, 2016

Standard Printing Company
3540 West Lincoln Street
Phoenix, AZ 85009

RE: Bill Printing and Mailing Agreement

The above referenced contract is hereby mutually extended for an additional one (1) year period through November 18th, 2017, unless terminated, cancelled or extended as otherwise provided in the original contract. This extension is subject to the same prices, terms and conditions as those set forth in the original contract.

This is the final year of the agreement.

Awarded Firm


Standard Printing Company
DBA: Information Outsource

Renewal Amounts

Contract Rates Remain the same

Please sign (keep a copy for your records) and return to the City of Cottonwood, Purchasing Department, 816 N. Main Street, Cottonwood, AZ 86326.

Vendor Acceptance: _____ Date: _____

Authorization:  _____ Date: 10/18/2016
Jeff Cook, Purchasing Agent

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of this 18th day of November, 2014, between the CITY OF COTTONWOOD, an Arizona municipal corporation (the "City") and SPC/Outsource, (the "Consultant").

AGREEMENT

In consideration of the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

- A. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until November 18th, 2015 (date). At the discretion of the City Council, the Agreement may be renewed for two (2) additional one (1) year periods.
- B. **Scope of Services.** The Consultant shall provide the Services as set forth in the attached Scope of Services, which is marked as Exhibit A and incorporated by reference herein.
- C. **Compensation.** The City shall pay the Consultant for the Services as set forth in the attached Offer Section, which is marked as Exhibit B and incorporated by reference herein.
- D. **Payments.** The City shall pay the Consultant subject to the Consultant submitting an invoice to the City for each requested payment. Invoices shall itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment.
- E. **Insurance.** The Consultant shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current AM Best rating of A:VIII or better. The City's Risk Management reserves the right to review and make an exception for substitute/alternative coverage. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

Before the City signs this Agreement, the Consultant shall furnish the City's Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Agreement, at the following address:

City of Cottonwood
Risk Manager
816 N Main Street
Cottonwood, AZ 86326
Telephone: (928) 340-2717 / Fax: (928) 634-3727

The insurance policies, except Worker's Compensation and Professional Liability, shall be endorsed to name the City of Cottonwood, its agents, officers, officials, employees, and volunteers as additional insureds with corresponding endorsement relative to the additional insured indemnification and with the following language:

The City of Cottonwood, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Consultant's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without thirty (30) days written notice by certified mail to the City of Cottonwood Risk Manager. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City shall not be contributed to it. If any part of this Contract is

subcontracted, these insurance requirements also apply to all subcontractors. The following policies are required:

1. **Commercial General Liability** insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to the Consultant's owned, hired, and non-owned vehicles.
3. **Worker's Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) disease for each employee.
4. **Professional Liability** insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than one million dollars (\$1,000,000) each claim.

F. **Indemnification.** To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the City of Cottonwood, its agents, officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Consultant, its agents, employees, or any tier of Consultant's subcontractors in the performance of this Agreement. The requirements in Paragraph E will not be construed as limiting the scope of this indemnification.

G. **Applicable Law; Venue.** In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws, codes and ordinances of the United States, State of Arizona and City of Cottonwood, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

H. **Termination; Cancellation**

1. **For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.
2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the event of such termination, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.
3. **Due to Work Stoppage.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.
4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its

departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement's subject.

5. **Gratuities.** The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to one hundred fifty percent (150%) of the gratuity.
6. **Fund Appropriation Contingency.** The Consultant understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for the contract item as expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

I. **Miscellaneous**

1. **Independent Contractor.** The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.
2. **Laws and Regulations.** The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.
3. **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
4. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
5. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

6. **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
7. **Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
8. **Assignment.** No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the City and no delegation of any duty of the Consultant shall be made without prior, written permission of the City. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.
9. **Subcontracts.** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.
10. **Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
11. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
12. **Liens.** All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
13. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Contractor: Stadard Family Co./IO City of Cottonwood (Owner)

c/o Robert Bogdanowski
3540 W. Lincoln Street
Phoenix, AZ 85009

c/o _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14. **Confidentiality of Records.** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of the Consultant as needed for the performance of duties under this Agreement.
15. **Public Records.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in 9.13. Within ten (10) days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.
16. **Conflicting Terms.** In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement shall govern.
17. **Compliance with Federal Immigration Laws and Regulations.** Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including

termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

Contractor

Standard Printing Co dba Dobbie Bogdanski
Company Name *Information* Printed Name
Outsource
Dobbie Bogdanski 12/5/14
Signature Date of Signing
Director of Operations
Title

City of Cottonwood

Diane Joens 11-21-14
Diane Joens, Mayor Date of Signing

Attest:

Marianne Jimenez
Marianne Jimenez, City Clerk

Approved as to form:

Steve Horton
Steve Horton, City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	October 18, 2016
Subject:	Renewal of Contract for Biosolids Hauling Services.
Department:	City Clerk
From:	Utilities- Roger Biggs

REQUESTED ACTION

Staff is requesting approval of the final one (1) year renewal of the contract for Biosolids Hauling Services with SRE Transportation.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

“I move to renew the contract with SRE Transportation for Biosolids Hauling Services for an additional one-year period.”

BACKGROUND

The original contract was awarded to SRE Transportation on November 18th, 2014 for a one-year period with the option to renew for two additional one-year extension periods. This approval is for the second one-year extension period.

If Council approves renewing this contract for the additional one-year term, the contract will be extended through November 18, 2017.



JUSTIFICATION/BENEFITS/ISSUES

SRE Transportation has provided excellent service throughout the term of the current contract. Over the past two years a great partnership has been developed in working together to ensure a smooth transition from our previous provider of this service.

COST/FUNDING SOURCE

Wastewater Funds

ATTACHMENTS:

Name:	Description:	Type:
 Contract_Extension.doc	Contract Extension	Backup Material
 Signed_Agreement.pdf	Signed Agreement	Backup Material

City of Cottonwood
Purchasing Department
816 N. Main Street
Cottonwood, AZ 86326
928.340.2714



CONTRACT EXTENSION

October 18th, 2016

SRE Transportation
3230 E. Broadway
Phoenix, AZ 85040

RE: Biosolids Hauling Agreement

The above referenced contract is hereby mutually extended for an additional one (1) year period through November 18th, 2017, unless terminated, cancelled or extended as otherwise provided in the original contract. This extension is subject to the same prices, terms and conditions as those set forth in the original contract.

This is the final year of the agreement.

Awarded Firm

SRE Transportation

Renewal Amounts

Contract Rates Remain the same

Please sign (keep a copy for your records) and return to the City of Cottonwood, Purchasing Department, 816 N. Main Street, Cottonwood, AZ 86326.

Vendor Acceptance: _____ Date: _____

Authorization:  _____ Date: 10/18/2016
Jeff Cook, Purchasing Agent

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of this 18th day of November, 2014, between the CITY OF COTTONWOOD, an Arizona municipal corporation (the "City") and SRE Transportation, (the "Contractor").

AGREEMENT

In consideration of the following mutual covenants and conditions, the City and the Contractor hereby agree as follows:

- A. **Term of Agreement.** The Effective Term of this Agreement is from 11/18/2014 to 11/18/2015. This Contract may be extended for up to two (2) additional one (1) year terms, subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the Cottonwood City Council. If the City exercises its option to renew the agreement for an additional term, Contractor's compensation may be increased by up to three percent (3%) for the new term if Contractor demonstrates to the City's satisfaction that its costs of providing the services contemplated under this Invitation for Bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).
- B. **Scope of Work.** The Contractor shall furnish a minimum of two (2) 20-ton roll-off containers that meet the specifications of Exhibit A of this Agreement, to the Cottonwood Wastewater Treatment Plant (WWTP), 1480 W. Mingus Avenue, Cottonwood AZ 86326. **If Contractor is notified by 8:30 AM, the containers shall be picked-up the same day from the Cottonwood Wastewater Treatment Plant.** Disposal shall be in compliance with the applicable portions of the Arizona Administrative Code (A.A.C) Title 18 Chapter 9, Article 10 and
1. 40 CFR 503 subpart C: for biosolids that are placed on the land (surface disposal) for the purpose of disposal (dedicated land disposal sites or monofills);
 2. 40 CFR 258: for biosolids disposed of in municipal solids waste landfills; and
 3. 40 CFR 257: for all biosolids use and disposal practices not covered under 40 CFR 258 or 503.
- C. **Compensation.** The City shall pay the Contractor at the rate of \$53.50 per Ton for Landfill Disposal, for the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- D. **Payments.** The City shall pay the Contractor subject to the Contractor submitting an invoice to the City for each requested payment. Invoices shall itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment.
- E. **Insurance.** The Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current AM Best rating of A:VIII or better. The City's Risk Management reserves the right to review and make an exception for substitute/alternative coverage. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option

Before the City signs this Agreement, the Contractor shall furnish the City's Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Agreement, at the following address:

City of Cottonwood
Risk Manager
816 N Main Street
Cottonwood, AZ 86326
Telephone: (928) 340-2717 / Fax: (928) 634-3727

The insurance policies, except Worker's Compensation and Professional Liability, shall be endorsed to name the City of Cottonwood, its agents, officers, officials, employees, and volunteers as additional insureds with corresponding endorsement relative to the additional insured indemnification and with the following language:

The City of Cottonwood, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without thirty (30) days written notice by certified mail to the City of Cottonwood Risk Manager. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the City shall not be contributed to it. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors. The following policies are required:

1. **Commercial General Liability** insurance with a limit of not less than two million dollars (\$2,000,000) aggregate, one million dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
 2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.
 3. **Worker's Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) disease for each employee.
 4. **Professional Liability** insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than one million dollars (\$1,000,000) each claim.
- F. Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City of Cottonwood, its agents, officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. The requirements in Paragraph E will not be construed as limiting the scope of this indemnification.
- G. Applicable Law; Venue.** In the performance of this Agreement, the Contractor shall abide by and conform to any and all laws, codes and ordinances of the United States, State of Arizona and City of Cottonwood, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state

laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

H. Termination; Cancellation

1. **For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, the Contractor shall be paid for all undisputed services performed to the termination date.
2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the event of such termination, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.
3. **Due to Work Stoppage.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.
4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party of the Agreement with respect to the Agreement's subject.
5. **Gratuities.** The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to one hundred fifty percent (150%) of the gratuity.
6. **Fund Appropriation Contingency.** The Contractor understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for the contract item as expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

I. Miscellaneous

1. **Independent Contractor.** The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control

the actual work of the Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.

2. **Laws and Regulations.** The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.
3. **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
4. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
5. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
6. **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
7. **Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
8. **Assignment.** No right or interest in this Agreement shall be assigned by the Contractor without prior, written permission of the City and no delegation of any duty of the Contractor shall be made without prior, written permission of the City. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Agreement by the Contractor.
9. **Subcontracts.** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the

City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

10. **Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
11. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
12. **Liens.** All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
13. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Contractor: _____

City of Cottonwood (Owner)

c/o _____

c/o _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the

Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of the Contractor as needed for the performance of duties under this Agreement.

15. **Public Records.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in 9.13. Within ten (10) days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.
16. **Conflicting Terms.** In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement shall govern.
17. **Compliance with Federal Immigration Laws and Regulations.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

Contractor

SALT RIVER EXTRACTION-I

Company Name



Signature

MANAGER

Title

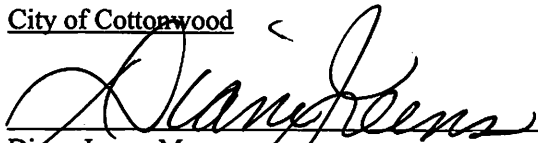
BRAD VANDERSEE

Printed Name

12/8/14

Date of Signing

City of Cottonwood




Diane Joens, Mayor

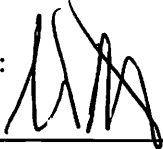
11-21-14

Date of Signing

Attest:


Marianne Jimenez, City Clerk

Approved as to form:


Steve Horton, City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date: October 18, 2016
Subject: Wild Rose Tea Room Lease Renewal
Department: City Clerk
From: Casey Rooney, Economic Development

REQUESTED ACTION

Approval of lease extension and rent increase for the Old Town Jail building.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to renew the lease of the Old Town Jail to Christina Williams for a period of 6 months, beginning on October 1, 2016, at a monthly rental rate of \$575.00."

BACKGROUND

The Old Town Jail was remodeled in 2013. The Wild Rose Tea Room has leased the facility from the City since March 1, 2013. The Tea Room has added value to Old Town and was a good fit for an under-utilized structure. The tenant has also made various improvements to the facility. It is a community landmark and asset. There was no increase in the rent for over 2 years, and then on June 1, 2015 the rent was raised from \$500 to \$525. Staff is now recommending that the monthly rent be increased by \$50, to \$575, with a 6-month term. The tenant has agreed to these terms.

JUSTIFICATION/BENEFITS/ISSUES

This is a business that benefits the Old Town area.

COST/FUNDING SOURCE

The proposed lease extension would increase rental revenue for this property from \$525 to \$575 per month.

ATTACHMENTS:

Name:	Description:	Type:
 9-20-16_Old_Jail_Lease.pdf	Wild Rose Tea Room Proposed Lease Extension	Cover Memo

CITY OF COTTONWOOD OLD TOWN JAIL LEASE AGREEMENT

THIS LEASE is entered into and effective as of, by and between the City of Cottonwood, an Arizona municipal corporation (hereinafter "Lessor") and Christina Williams (hereinafter "Lessees").

RECITALS

As an integral part of this Lease, the parties do agree and acknowledge as follows:

- I. Lessor is the owner of certain real property located in Yavapai County, Arizona, which is more particularly described as the property located at 1101 North Main Street, Cottonwood, Arizona (hereinafter "Leased Premises").
- II. The Leased Premises is the real property known as the Historic Old Town Jail and includes a restroom and jail cell space.
- III. The Leased Premises are intended for the operation of a retail operation to enhance Old Town Cottonwood.
- IV. Lessees desire to utilize the Leased Premises in relation to their business operations and have determined that the Leased Premises are suitable for such purposes.

LEASE

NOW THEREFORE, for valuable consideration, the parties do agree as follows:

1. Grant of Lease. Lessor hereby leases to Lessees, and Lessees hereby lease from Lessor, the Leased Premises for the period and on the terms and conditions set forth below.

2. Term. This Lease shall commence on October 1, 2016 and continue for a period of 6 months. The Lease may be extended for one or more additional six-month periods subject to mutual agreement by both parties.

3. Rent

- A. Basic Monthly Rent.** Lessees agree to pay, at such place as may be designated from time to time by Lessor, a Basic Monthly Rent of \$575 per month. Said rent obligation shall commence on October 1, 2016, and shall be due and payable on the first day of each month thereafter, without invoice or other notice. Rental payments shall be payable to the City of Cottonwood and shall be mailed to the following:

City of Cottonwood
Administrative Services Department
816 N. Main Street
Cottonwood, AZ 86326

Lessor Init. 

Lessee Init. 

B. Unconditional Promise to Pay. The above described monthly installments shall be payable in advance in lawful money of the United States without any deductions or offsets whatever on the first day of each and every calendar month during the term of this Lease and any renewals hereof.

4. Security Deposit. At the same time as Lessees pay the first rental installment, Lessees shall deposit with Lessor a Security Deposit in the amount of \$500. Lessor shall hold such funds, in compliance with the laws of the State of Arizona, as security for the full faith and performance by Lessees of all terms, covenants, and conditions of this lease. Lessor shall apply such funds to all damages and expenses allowed by the laws of the State of Arizona, and shall return such funds, or such portion of said funds as are not applied to damages and expenses, to Lessees at the end of this lease, all in accordance with the laws of the State of Arizona.

5. Late Penalties. If rent is not received by the fifth day of the month, a penalty of \$100 shall be paid in addition to all payments then due under paragraph 3, *supra*. Lessees shall pay to Lessor a charge of \$35.00 for any check returned unpaid by Lessees' bank as well as a late month penalty for a payment received after the fifth.

6. Use of Premises

A. At such time as Lessees occupy the leased premises, Lessees shall be deemed to have accepted the leased premises and to acknowledge that the leased premises are in the condition required by this lease.

B. Lessees acknowledge that they have examined and know the condition of the leased premises, and have received the same in good order and repair.

C. Lessees agree:

1. The Leased Premises are to be used by the Lessees for the purpose of operating a tea room, and such reasonably related operations as approved by Lessor. Lessees shall restrict their use of the Leased Premises to such purposes and shall not use or permit the use of the Leased Premises for any other purpose without the written consent of Lessor, which shall not be unreasonably withheld.

2. Lessees will obtain a City of Cottonwood Business Registration for the year within 10 days of the signing of this lease.

3. To surrender the Leased Premises to Lessor at the end of the term without the necessity of any notice from either Lessor or Lessees to terminate the same, and Lessees hereby expressly waive all right to any notice which may be required under any laws now in force or hereafter enacted.

4. To keep the leased premises in good condition, repair and cleanness, at Lessees' own expense, except repairs which are the duty of the Lessor.

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5. To not make any occupancy of the Leased Premises that is
 - a. contrary to law; or
 - b. injurious to any person or property
6. To not permit any waste or nuisance.
7. To not use the Leased Premises for living quarters or residence.
8. To not use the Leased Premises for excessive storage.
9. Report any and all damage found in common areas.

10. Notwithstanding the forgoing, Lessees shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

7. Abandonment

A. Lessees shall not vacate or abandon, either voluntarily or involuntarily, the Leased Premises at any time during the term hereof.

B. Notwithstanding the foregoing, the Lessees may, upon written notice to Lessor, temporarily close their business for a period not to exceed thirty days, provided, however, that Lessees shall continue to timely pay all required rents.

8. Maintenance

A. Lessees shall keep and maintain the property herein leased in good repair and condition, including, without limitation, flooring, ceiling, paint, windows, electrical and plumbing fixtures, the exterior walls, and the plumbing and electrical systems within the wall or floors, and any units for cooling (A/C) and heating the property. Lessees shall return the property herein leased to Lessor at the end of the term hereof, in as good condition and repair, reasonable wear and usage accepted. Lessees expressly covenant to maintain the Leased Premises in conformity with applicable fire codes and other laws and regulations applicable to buildings of this nature.

B. Lessor, at its own expense, and upon reasonable notice to Lessees, shall have the right to repair, redecorate, paint, upgrade, modify or alter the exterior of the Leased Premises for purposes of maintaining the overall economic and/or aesthetic value of the Leased Premises.

C. Lessees may install, at their expense, all shelving, counters, fixtures and equipment as may be required in connection with the operation of their business. Said fixtures and equipment shall be installed in a workmanlike manner, and Lessees shall reimburse Lessor for any damage sustained by Lessor by reason of said installation. At the termination of this Lease, by expiration or otherwise, and if Lessees are not in default, Lessees shall have the right for an additional ten days to remove from the Leased Premises any personal property, including fixtures and equipment. Any personal property not removed within said ten-day period shall be deemed abandoned by Lessees,

Lessor Init.  Lessee Init. 

and shall become the property of Lessor. Lessees shall repair and replace at their expense, any portion of the property that may be damaged by removal of any property of Lessees, so as to return the Leased Premises in good condition, reasonable wear and usage excepted.

D. All property remaining on the Leased Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor. Lessees shall reimburse Lessor for the cost of such removal.

E. Lessees hereby covenant and acknowledge that Lessees have inspected the property, and that the property is in proper condition and that Lessees accept said property in an "as is" condition.

9. Taxes

A. Lessees shall be responsible for, and shall pay all taxes other than Real Property Taxes, including without limitation personal property taxes, sales taxes, Department of Economic Security contribution, municipal taxes and/or any other fees or taxes levied by the City of Cottonwood, County of Yavapai, State of Arizona, or the United States of America, by reason of the operation of Lessees' business.

B. Lessor shall have the right, at its option, at all times during the term hereof to pay all taxes, assessments, or other charges levied or imposed on or against the Leased Premises or its fixtures and any other tax which Lessees are obligated to pay after the same have become due and payable, and to pay, cancel, and clear all taxes, assessments, tax sales, liens, charges, impositions and claims on or against the premises, and the amount paid, including the reasonable expenses of Lessor and Lessor's attorneys' fees, shall be so much additional rent due from Lessees at the next rent due date after any such payment, with interest thereon at the rate of eighteen percent (18%) per annum, from the date of payment thereof by Lessor until the repayment thereof by Lessees. It is agreed that, if Lessor shall exercise the option to advance or pay any such taxes, assessments, imposition, or other charges, it shall not be obligatory on Lessor to inquire into the validity of any such tax assessment, impositions, levy or other charge, unless Lessees shall have previously given notice of their intent to contest said taxes and deposited the amount of said taxes or charges with Lessor, together with all interest and penalties pending such contest.

C. **Government Property Lease Excise Tax (GPLET).** This Lease is subject to the provisions of A.R.S. §42-6201 through §42-6210, regarding the payment of the Government Property Lease Excise Tax (GPLET). Lessees shall submit returns on a form prescribed by the Arizona Department of Revenue (currently DOR 82620) to the Yavapai County Treasurer by or before December 1 of each year the Lease is in effect, together with any taxes due, and to submit a copy of the return to the City of Cottonwood Administrative Services Department.

10. Utilities

Lessor shall pay for any and all utility charges on or attributed to the Leased Premises.

11. Assignment. Lessees shall not assign this Lease or sublet the Leased Premises in whole or in

Lessor Init.  Lessee Init. 

part without the prior written consent of Lessor, and any such assignment or subletting without such consent shall be void and, at the option of Lessor, shall terminate this Lease.

12. Insurance.

12.1 General.

- a. **Insurer Qualifications.** Without limiting any obligations or liabilities of the Lessees, Lessees shall purchase and maintain, at their own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to Lessor. Failure to maintain insurance as specified herein may result in termination of this Lease at Lessor's option.
- b. **No Representation of Coverage Adequacy.** By requiring insurance herein, Lessor does not represent that coverage and limits will be adequate to protect the Lessees. Lessor reserves the right to review any and all of the insurance policies and/or endorsements cited in this Lease but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve the Lessees from, nor be construed or deemed a waiver of, their obligation to maintain the required insurance at all times during the performance of this Lease.
- c. **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Lease, Lessor, its agents, representatives, officers, directors, officials and employees as Additionally Insured as specified under the respective coverage sections of this Lease.
- d. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all obligations required to be performed under the terms of this Lease are satisfactorily performed, completed and formally accepted by Lessor, unless specified otherwise in this Lease.
- e. **Primary Insurance.** The Lessees' insurance shall be primary insurance with respect to performance of this Lease and in the protection of Lessor as an Additional Insured.
- f. **Claims Made.** In the event any insurance policies required by this Lease are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for one year past completion. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and containing the provisions required herein for the one-year extended reporting period.

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g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against Lessor, its agents, representatives, officials, officers and employees for any claims arising out of the Lessees' activities, acts, or omissions. The Lessees shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Lessor. The Lessees shall be solely responsible for any such deductible or self-insured retention amount.

i. Evidence of Insurance. Prior to occupying the Leased Premises, the Lessees shall furnish Lessor with certificate(s) of insurance, or formal endorsements as required by this Lease, from Lessees' insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Lease and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, Lessor may reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Lease. If any of the above-cited policies expire during the life of this Lease, it shall be the Lessees' responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) Lessor, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - [not applicable].

(c) Excess Liability - [not applicable].

(2) The Lessees' insurance shall be primary insurance as respects Lessees' obligations, activities, acts and omissions under the Lease.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Lessor, its agents, representatives, officers, officials and employees for any claims arising out of Lessees' activities,

Lessor Init.  Lessee Init. 

acts and omissions during their occupancy of the Leased Premises or otherwise.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

12.2 Required Insurance Coverage.

a. Commercial General Liability. The Lessees shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than one million dollars (\$1,000,000.00) for each occurrence, one million dollars (\$1,000,000.00) Products and Completed Operations Annual Aggregate and a one million dollar (\$1,000,000.00) General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of Lessees' activities, acts and omissions, Lessor, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. [not applicable].

c. Professional Liability (Errors and Omissions Liability). [not applicable]

d. Workers' Compensation Insurance. Lessees shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of any employees engaged in the performance of work or services during Lessees' occupancy of the Leased Premises and shall also maintain Employers Liability Insurance of not less than Five Hundred Thousand dollars (\$500,000.00) for each accident, Five Hundred Thousand dollars (\$500,000.00) disease for each employee and One Million dollars (\$1,000,000.00) disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be

Lessor Init.

Lessee Init.

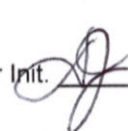
canceled, or materially changed without 30 days prior written notice to Lessor.

13. Indemnification. Lessees shall and do hereby indemnify, defend, save and hold harmless the Lessor and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to real, tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Lessees, or either of them, or any of their owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Lessees to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Lessees shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable, and hereby waive all rights of subrogation against Lessor, its officers, officials, agents and employees.


14. Default.

- A. Each of the following shall be deemed an event of default:
 - a. Default in the payment of rent or other payments called for in this Lease.
 - b. Lessees' default in the performance or observance of any covenant or condition of this Lease.
 - c. Abandonment of the Leased Premises by Lessees.
 - d. Filing or execution or occurrence of:
 - i. Filing a Petition in Bankruptcy by or against Lessees.
 - ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
 - iii. Adjudication of Lessees, or either of them, as bankrupt or insolvent, or insolvency in the bankruptcy equity sense.
 - iv. Assignment for the benefit of creditors whether by trust, mortgage or otherwise.
 - v. Petition or other proceeding by or against Lessees or either of them for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Lessees or either of them with respect to all or substantially all their property.
 - vi. Petition or other proceeding by or against Lessees or either of them for dissolution or liquidation, or the taking of possession of the property of Lessees or either of them by any governmental authority in connection with dissolution or liquidation.
- B. The written notice shall set forth the nature of the alleged default in the performance of the terms of this Lease.
- C. The written notice shall contain a description of the action the Lessees must perform to cure the alleged default and the date by which the default must be cured.

Lessor Init.



Lessee Init.



15. Termination.

Without waiving any other right or remedy which Lessor may have pursuant to this Lease or Arizona law, when an event of default occurs, and after Lessor shall have given proper notice as described in this lease, Lessor, may at its option, terminate this Lease as follows:

- A. Lessor shall give notice to Lessees that this lease is terminated upon the date specified in the notice, which date shall not be earlier than ten (10) days after delivery of such notice.
- B. The notice of termination shall include the character of the default, the address of the Leased Premises, notification of termination, date on which Lessees must vacate, and Lessor or Lessor's agent's signature.

16. Acceleration.

- A. In the event that Lessor terminates this lease, the entire remaining balance of unpaid rent for the remaining term of the Lease shall accelerate, and the entire sum shall become immediately due and payable, except as provided in Section 19 below.
- B. To the extent allowed by Arizona law, Lessor may apply Lessees' security deposit as a partial offset to satisfaction of the accelerated rent.

17. Repossession.

Upon termination of this Lease as provided therein, or pursuant to statute, or by summary proceedings, or otherwise, Lessor may enter the Leased Premises, without further demand or notice, and resume possession of the Leased Premises. Such re-entry, or resumption of possession, or reletting of the Leased Premises shall not be deemed to be a waiver of any of Lessor's other rights or remedies under this Lease or at law.

18. Reletting.

In the event Lessor terminates this Lease, Lessor shall use reasonable efforts to re-let the premises.

19. Damages.

If Lessor terminates this Lease, in any manner, Lessees shall pay to Lessor, without demand or notice, the following:

- A. All rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
- B. All future rent and other payments to be due under the terms of this Lease to the extent Lessor has not been able to offset same by re-letting the Leased Premises within 30 days of termination.
- C. Costs relating to the failure of Lessees to maintain the condition of the Leased Premises as well as any damage Lessees, Lessees' agents, and/or their guests may have

Lessor Init.  Lessee Init. 

caused to the Leased Premises and/or common areas.

D. Attorneys' fees and other reasonable costs and expenses.

20. Binding Effect

A. All of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of and shall apply to the respective heirs, executors, administrators, successors, and assigns and legal representatives of Lessor and Lessees.

B. Any rule of law that controls ambiguities against the drafter is expressly waived.

21. Notice. All notices, demands or other writing in this Lease provided to be given, made or sent by either party hereto to the other party shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

LESSOR: Business Assistance Center
ATTN: Casey Rooney
821 N. Main Street
Cottonwood, AZ 86326

LESSEE: Christina Williams
651 Brindle Drive
Clarkdale, AZ 86324

The address to which any notice, demand or other writing may be given, made, or sent to either party may be changed by written notice given by such party as above provided.

22. Lessor Access. Lessees shall permit Lessor and the agents and employees of Lessor to enter into and upon the Leased Premises at all reasonable times for any lawful purpose, provided Lessor shall not thereby unreasonably interfere with Lessees' business on the Leased Premises.

23. Integration. This Lease contains the entire agreement of the parties, and no other agreement, representation, statement or promise made by or to any party, employee, officer or agent of any party, which is not contained in this Lease shall be binding or valid, such agreement, statement or promise being specifically waived.

24. Cancellation for Conflict of Interest. Lessor may cancel this Lease without penalty or further obligation in accordance with the provisions of Arizona Revised Statutes Section 38-511, which are hereby incorporated into this Lease as if fully set forth herein.

25. Modification. This Lease shall not be altered, modified, changed or amended except by an instrument in writing by the parties hereto.

Lessor Init.  Lessee Init. 

26. Venue. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Lease or any provision hereof or for breach hereof shall be instituted and maintained only in the Yavapai County Superior Court, in and for the State of Arizona. It is further agreed that this Lease shall be governed by the laws of the State of Arizona, both as to interpretation and performance.

27. Gender and Form. The words "Lessor" and "Lessees" as herein used shall include the plural as well as the singular. All obligations to be performed by Lessees under this Lease shall be joint and several. The neuter gender includes the masculine and feminine.

28. Interpretation. The language in all parts of this Lease shall in all cases be construed as a whole according to its full meaning and not strictly for nor against either Lessor or Lessees.

29. Time. Time is of the essence of this Lease.

Lessor Init.



Lessee Init.



IN WITNESS WHEREOF, the parties execute this instrument and enter this Lease.

LESSOR
CITY OF COTTONWOOD

By Diane Joens
Diane Joens, Mayor

Date 9/8/2016

LESSEE:

By C. Williams
Name C. Williams
Title Owner
Date 9/5/2014

APPROVED AS TO FORM:

Steven B. Horton
City Attorney

Lessor Init. [Signature] Lessee Init. [Signature]

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	October 18, 2016
Subject:	Renewal of Contract for City-wide Custodial Services.
Department:	Community Services
From:	Richard Faust, Community Services General Manager

REQUESTED ACTION

Approval of the final one-year renewal of the contract for Custodial Services with Accurate Building Maintenance.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

“I move to renew the Contract for Citywide Custodial Services with Accurate Building Maintenance for one year.”

BACKGROUND

The original contract was awarded to Accurate Building Maintenance in December of 2012 for a three-year period with the option to renew for two additional one-year extension periods. This approval is for the second and final one-year extension period.

If Council approves renewing this contract for this final one-year term, the contract will be extended through December 31st, 2017.





JUSTIFICATION/BENEFITS/ISSUES

Accurate Building Maintenance has provided excellent service throughout the term of the contract. Over the past four years a great partnership has been developed in working together to resolve any issues that have arisen. Primary above all is the Company’s continued commitment to support City goals, as well as develop a rapid response to any and all requests and emergency needs within 30 to 40 minutes.

COST/FUNDING SOURCE

The annual contract price for City-wide Custodial Services is \$229,985.00, with prior approval required before additional services are performed. These expenditures are budgeted in the general fund, as well as federal transit funds.

ATTACHMENTS:

Name:	Description:	Type:
 2016 Accurate Buildings Maintenance Letter - Option to Renew Contract.pdf	Contractor Letter Requesting Option for Renewal	Cover Memo
 2016 Custodial Contract Extension Agreement Letter.pdf	Purchasing - Contract Extension Authorization	Cover Memo
 FTA Terms.pdf	FTA Terms	Cover Memo
 ABM-Agreement.pdf	2012 Custodial Contract Agreement	Cover Memo



October 3, 2016

To: City of Cottonwood City Council

Subject: Janitorial Services City of Cottonwood

Accurate Building Maintenance is currently under contract to provide janitorial services for the City of Cottonwood. The current contract expires December 20, 2016. There is an option for the City to extend the contract for an additional year, thereby extending the contract to December 20, 2017.

Accurate Building Maintenance, LLC respectfully requests that the City of Cottonwood City Council extend the janitorial services contract for an additional year.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads 'Rebecca Finken'.

Rebecca Finken

Co-Owner/Manager

City of Cottonwood
Purchasing Department
816 N. Main Street
Cottonwood, AZ 86326
928.340.2714



CONTRACT EXTENSION

October 18th, 2016

Accurate Building Maintenance
4435 W. Sunset Road
Las Vegas, NV 89118

RE: Custodial Agreement

The above referenced contract is hereby mutually extended for an additional one (1) year period through December 30th, 2017, unless terminated, cancelled or extended as otherwise provided in the original contract. This extension is subject to the same prices, terms and conditions as those set forth in the original contract.

This is the final year of the agreement.

Awarded Firm

Accurate Building Maintenance

Renewal Amounts

Contract Rates Remain the same

Please sign (keep a copy for your records) and return to the City of Cottonwood, Purchasing Department, 816 N. Main Street, Cottonwood, AZ 86326.

Vendor Acceptance: Rebecca Finken Date: 10-3-16

Authorization: Jeff Cook Date: 10/18/2016
Jeff Cook, Purchasing Agent

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only

be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner

in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

a. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,

(b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow:

(a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but

(b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to:

1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"

41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20

U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and
(3) Federal transit law, specifically 49 U.S.C. § 5332.

g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (\$3,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance

of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain

circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the

comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations and (2 CFR § 200.501). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under

the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Federal Certifications

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 18, 2012

Subject: Award of Bid – Custodial/Janitorial Maintenance Services (City Wide Contract)

Department: Community Services

From: Richard Faust, Community Services General Manager

REQUESTED ACTION

Staff is requesting Council consider awarding the City-wide “Custodial/Janitorial Services” contract to “Accurate Building Maintenance” for a three (3) year contract operation from December 20, 2012 through December 20, 2015.

If the Council desires to approve this item the suggested motion is:

Motion to approve the awarding of the Custodial/Janitorial Services (City-wide) contract to “Accurate Building Maintenance” in the amount of \$226,936.

BACKGROUND

Council recently authorized services for this city wide contract to WCD Enterprises, LLC on August 7, 2012 in the amount of \$217,860. However, the contractor failed to provide quality services to the City, whereby termination of the Contract was imposed on October 15, 2012. The City in an effort to provide continuous custodial services to all facilities, moved quickly towards contacting the next qualified bidder (Accurate Building Maintenance) who indicated that their business would be able to provide services as stated in the bid document for the amount bid at \$226,936 annually. A temporary “Professional Services Contract Agreement” document was submitted through the City Attorney and the City Manager whereby according to the City Financial Operations Guide, provides for the City Manager to authorize emergency services of this type and nature for the continuation of city services up to \$50,000. Therefore, staff submitted contract documents for two (2) months of services from October 20th through December 20th, 2012. This also provided staff a provisional timeframe in order to observe and document services being provided to all municipal facilities. Currently, Accurate Building Maintenance is providing high end quality services to all facilities city-wide.

Current costs for Custodial/Janitorial operations over the past year have been close to \$230,000 including all City facilities and the Recreation Center Building facilities. In final, additional requirements were added into the bid document for additional cleanings and more services at the Recreation Center, Library and other areas of bid requirements for additional carpet and tile cleanings to keep City facilities looking new and maintain overall building systems for health and safety of both staff and the public.

As identified at the August 7, 2012 Council Meeting, four (4) bids were received in July from advertisements as follows with Accurate Building Maintenance identified as the runner-up bidder:

Bid Contractor	Amount
WCD Enterprises, LLC 28150 N. Alma School Pkwy, #103-452 Scottsdale, Arizona 85262	\$217,860.00
Accurate Building Maintenance, LLC 3062 Sheridan St. Las Vegas, Nevada 89102	\$226,936.00
Bradshaw Cleaning Services 3528 S. Amanda Street Flagstaff, Arizona 86001	\$259,694.40
Richardson's LLC 1894 Carpenter Lane Cottonwood, Arizona 86326	\$264,733.20

JUSTIFICATION/BENEFITS/ISSUES

This item (contract service) is an integral part of the FY 2012/13 budget cycle. Costs are born by each department line item budget throughout the City. This bid was advertised as a three (3) year bid package with opportunity for two successive years as authorized by the City Council on a year to year basis beginning December 20, 2015.

Staff did research pertaining to references and current service contracts with various company's throughout the State of Arizona and Nevada with highly positive references identified involving work completed by "Accurate Building Maintenance". Accurate Building Maintenance provides Custodial services to elementary school systems and banks throughout the Prescott, Prescott Valley areas, along with school districts, Universities, and Casino's in the Las Vegas and Henderson, Nevada areas as well.

COST/FUNDING SOURCE

Staff can identify that the next "qualified low bid amount was received at \$226,936.00 from Accurate Building Maintenance, of Las Vegas, Nevada.

REVIEWED BY

City Manager: _____

City Attorney Approval: _____

ATTACHMENTS

Four (4) attachments as follows:

- Exhibit C – Bid Section – Accurate Building Maintenance
- Exhibit D - Bid Sheet – Accurate Building Maintenance
- Current Professional Services Contract Document with Signatures
- Bid Document/Professional Services Agreement Documents

SUMMARY MINUTES
OF THE REGULAR MEETING OF THE COTTONWOOD CITY COUNCIL HELD DECEMBER 18,
2012, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 N. MAIN STREET,
COTTONWOOD, ARIZONA.

This summary is a statement of action taken by the Cottonwood City Council at a Regular Meeting pursuant to A.R.S. § 38-431.02(D.), and is being provided as required by A.R.S. § 38-431.01(D.).

Council Members Present: Mayor Diane Joens, Vice Mayor Karen Pfeifer, Council Members Ruben Jauregui, Linda Norman, Terence Pratt, Tim Elinski, and Jesse Dowling.

INTRODUCTION OF NEW EMPLOYEES--FIREFIGHTER TIMOTHY BISHOP

Fire Chief Kuykendall introduced new Firefighter Timothy Bishop.

APPROVAL OF MINUTES

Mayor Joens requested the minutes of the November 6, 2012, meeting be tabled.

The Council unanimously approved the minutes of the special work session of October 30, 2012, special meeting of November 13, 2012, and work session of November 13, 2012.

OLD BUSINESS

ORDINANCE NUMBER 591--AMENDING TITLE 5, BUSINESS TAXES, LICENSES AND REGULATIONS, OF THE MUNICIPAL CODE BY DELETING CHAPTER 5.04, BUSINESS LICENSES, AND ADDING A NEW CHAPTER 5.04, BUSINESS REGISTRATION; REGULATIONS; SECOND & FINAL READING

The Council unanimously approved Ordinance Number 591, which deletes the current Chapter 5.04 and adds a new Chapter 5.04, Business Licenses, of the Municipal Code, which changes the various business registration fees for the city.

CONSENT AGENDA

LIQUOR LICENSE APPLICATION FOR ERIC S. JURISIN, APPLICANT FOR THE NEW BOCCE RESTAURANT/BAR TO BE LOCATED AT 1060 NORTH MAIN STREET

The Council approved the new liquor license application for Eric S. Jurisin, for the new Bocce Restaurant/Bar to be located at 1060 North Main Street.

AWARD OF BID FOR CITY FACILITIES CUSTODIAL/JANITORIAL MAINTENANCE SERVICES

The Council unanimously approved awarding the city-wide custodial/janitorial services contract to Accurate Building maintenance in the amount of \$226,936 for a three-year contract through December 20, 2015.

NEW BUSINESS

- 2.9. **Cost of Bid Preparation.** City will not reimburse any Bidder the cost of responding to this IFB.
- 2.10. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Purchasing Manager. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.11. **Bid Acceptance Period.** All bids shall remain open for ninety (90) days after the day of the opening of bids, but City may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his bid during this period without written permission from the City. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, City may retain the security (as applicable), not as a penalty, but as liquidated damages.
- 2.12. **Term of Contract.** This contract is for a period not to exceed three (3) years beginning on the date of signatures or a pre-arranged start-up date agreed upon by both parties. This contract may be extended pursuant to an "option for renewal" for a fourth and fifth year, whereby the successful Bidder shall advise the Contract Administrator, not less than sixty (60) days before the end of the existing yearly term, whether the successful Bidder requests to continue services. If awarded, said services shall continue under the same contract document, under exact same terms and conditions. Award for continuation of this contract would be at the pleasure of the City Council and would be awarded in one (1) year increments based upon said services as outlined in this contract.
- 2.13. **Vendor Registration.** Vendors (Bidders) are encouraged to register via the on-line vendor registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A vendor who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Vendors who submit proposals without acknowledgement of addenda may have their responses rejected.
- 2.14. **Participating Agencies.** Vendors (Bidders) may have the opportunity under this contract to provide goods and/or services to other Participating Agencies. A Participating Agency is defined as an agency whose purchasing policies are similar to the City's and/or who participates in any of the cooperative purchasing networks/agencies with which the City participates.
- 2.15. The Bidder understands that the Bidder will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Bidder are eligible for a tax exemption due to the nature of the item, Bidder shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

3. BID PREPARATION

- 3.1. **Format.** Bidders shall submit the **original** of their bid on the forms provided in this solicitation. **SUBMITTALS SHOULD BE BOUND BY STAPLE OR BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 3.2. **No Facsimile or Electronic Mail Bids.** Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail bid shall be rejected.
- 3.3. **Typed or Ink Corrections.** The bid shall be typed or in ink. Erasures, interlineations or other modifications in the bid shall be initialed in ink by the person signing the bid.
- 3.4. **No Modifications.** Modifications shall not be permitted after bids have been opened except as otherwise provided under applicable law.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of this 20th day of October, 2012, between the CITY OF COTTONWOOD, an Arizona municipal corporation (the "City") and Accurate Buildings Maintenance, (the "Consultant").

AGREEMENT

In consideration of the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

- A. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 20, 2012 (date).
- B. **Scope of Work.** The Consultant shall provide the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- C. **Compensation.** The City shall pay the Consultant at the rate of \$ 18,911.00 per month (annual fee divided by twelve (12) months), up to a maximum contract price of thirty seven thousand eight hundred and twenty two dollars and sixty-six cents (\$37,822.66) for the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- D. **Payments.** The City shall pay the Consultant subject to the Consultant submitting an invoice to the City for each requested payment. Invoices shall itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment.
- E. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party") for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or professional services of the Consultant, its officers and employees in the performance of this Agreement. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
- F. **Insurance**
 1. **General**
 - a. **Insurer Qualifications.** Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
 - b. **No Representation of Coverage Adequacy.** By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- c. **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- d. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- e. **Primary Insurance.** The Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
- f. **Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three (3) year period.
- g. **Waiver.** All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- h. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.
- i. **Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreement with the Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- j. **Evidence of Insurance.** Prior to commencing any work or services under this Agreement, the Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

- 1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insured's as follows:
 - a) Commercial general Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - b) Auto Liability - Under ISO Form CA 20 48 or insurance.
 - c) Excess Liability - Follow Form to underlying
- 2) The Consultant's insurance shall be primary insurance as respects performance of the Agreement.
- 3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this Agreement.
- 4) A thirty (30) day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

2. Required Insurance Coverage

- a. **Commercial General Liability.** The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than two million dollars (\$2,000,000.00) for each occurrence, and Products and Completed Operations in the amount of five hundred thousand dollars (\$500,000.00) for each occurrence. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- b. **Vehicle Liability.** The Consultant shall maintain Business Automobile Liability insurance with a limit of one million dollars (\$1,000,000.00) each occurrence on the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- c. **Workers' Compensation Insurance.** Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than five hundred thousand dollars (\$500,000.00) for each accident, five hundred thousand dollars (\$500,000) disease for each employee and one million dollars (\$1,000,000.00) disease policy limit.

3. **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

G. **Applicable Law; Venue.** In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws, codes and ordinances of the United States, State of Arizona and City of Cottonwood, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

H. **Termination; Cancellation**

1. **For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.
2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the event of such termination, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.
3. **Due to Work Stoppage.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.
4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement's subject.
5. **Gratuities.** The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to one hundred fifty percent (150%) of the gratuity.
6. **Fund Appropriation Contingency.** The Consultant understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for the contract item as expenditure. The City cannot

assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

I. Miscellaneous

1. **Independent Contractor.** The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.
2. **Laws and Regulations.** The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.
3. **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
4. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
5. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
6. **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
7. **Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

8. **Assignment.** No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the City and no delegation of any duty of the Consultant shall be made without prior, written permission of the City. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.
9. **Subcontracts.** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.
10. **Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
11. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
12. **Liens.** All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
13. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Contractor: Accurate Building Maintenance

City of Cottonwood (Owner)

c/o Ron Finken, CEO

c/o Richard Faust, Community Services

3062 Sheridan Street

General Manager

150 S. 6th Street

Las Vegas, NV 89102

Cottonwood, AZ 86326

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14. **Confidentiality of Records.** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of the Consultant as needed for the performance of duties under this Agreement.
15. **Public Records.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in 9.13. Within ten (10) days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.
16. **Conflicting Terms.** In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement shall govern.
17. **Compliance with Federal Immigration Laws and Regulations.** Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
18. **Prohibition on Sudan or Iran Investments.** As required by A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Accounte Building Maintenance LLC Ronald L. Finkler
Company Name Printed Name

[Signature] 10-10-12
Signature Date of Signing

Member/Manager
Title

City of Cottonwood
[Signature]
Doug Bartosh, City Manager

10-25-12
Date of Signing

Attest:
[Signature]
Marianne Jimenez, City Clerk

Approved as to form:
Steve Horton, City Attorney

**EXHIBIT A
SCOPE OF WORK**

EXHIBIT A SCOPE OF WORK

1. REQUIREMENTS

1.1. GENERAL REQUIREMENTS

1.1.1. The City has established certain requirements as specified in the Scope of Work (Exhibit A). None of these requirements are designed to give any Bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to bid even if their bid does not meet the requirements as stated. However, the Bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered as material. The City's determination that a deviation is not material does not excuse the Bidder from full compliance with other specifications if the contract is awarded in their favor.

1.1.2. The Contractor shall furnish overall custodial/janitorial maintenance services to public owned and operated facilities within the City of Cottonwood as listed below:

- | | |
|---|--|
| 1. City Hall | 12. Community Development & Utilities |
| 2. Business Center Building (next to City Hall) | 13. Cottonwood Aquatics Center |
| 3. Finance/Human Resources Building | 14. Garrison Park Public Restrooms |
| 4. Civic Center | 15. Riverfront Park Public Restrooms |
| 5. Council Chambers | 16. Riverfront Little League Complex |
| 6. Court Facilities | 17. Public Works Facility |
| 7. Waste Water Plant | 18. Public Safety Building |
| 8. Library | 19. Old Jail Facility |
| 9. Cottonwood Recreation Center | 20. City Hall Public Restrooms (Outside) |
| 10. Cottonwood Airport Facilities | 21. City Clerk's Office |
| 11. Conference Room Facilities | 22. Verde Valley Transit Facility |

1.1.3. The Contractor shall provide all qualified/trained personnel, cleaning equipment, personnel protection and safety equipment, tools, materials, supplies, supervision, and other items and services as necessary to perform custodial services as defined in this performance work statement. This would include vacuum sweepers, floor scrubbers, polishers/buffers/extractors, etc. Supplies and materials shall include all paper products, plastic waste receptacle liners, soaps, sanitizers, cleaners, polishes and other such incidental items as deemed necessary to perform the work.

1.1.4. Each Bidder is responsible to make on-site inspections of each facility in order to determine square footage of each facility and the scope and complexity of services requested. Site inspections shall be conducted through appointment only as set up through the Community Services Department.

1.2. CONTRACTOR REQUIREMENTS/EXPERIENCE

1.2.1. The Contractor shall have a minimum of five (5) years operational experience as it pertains to competent and overall management in the field of Custodial maintenance services, similar in size, nature and complexity as the City of Cottonwood.

1.2.2. Contractor shall have a minimum of three (3) positive and reputable references from previous and/or current services recipients and shall have a history in the business of providing custodial contract services.

1.2.3. Contractor shall be insured and provide assurance of bonding through certification of type and amount.

- 1.2.4. Permits, Licenses, Bonding and Inspection.** Contractor shall have a current City of Cottonwood Business Registration to conduct business within the City of Cottonwood. Contractor shall be bonded and be required to obtain and pay for all permits, licenses and inspections that are required to perform this work by all laws, ordinances, rules, regulations or orders of any body lawfully empowered to make or issue same, having jurisdiction.

1.3. CONTRACTOR PERSONNEL

- 1.3.1. Contract Manager.** The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of the contract manager and all alternate(s) who have the authority to act for the Contractor when the owner/manager is absent shall be designated in writing prior to contract start date. Turnover in these positions requires submission of resumes to the Contract Administrator within ten (10) days of employment.
- 1.3.2. Authority.** The contract manager, and all alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operations of this contract. The Contractor shall have a supervisor on duty during all shifts of this contract where deemed necessary by the City of Cottonwood for contract purposes.
- 1.3.3. Availability.** The contract manager, and all alternate(s) shall be available during normal duty hours within thirty (30) minutes to meet on the installation with City personnel (designated by the Contract Administrator) to discuss problem areas. After normal duty hours, the owner/manager or alternate(s) shall be available within two (2) hours. Phone numbers of the contract owner/manager and alternates(s) shall be provided to the Contract Administrator and Liaison Officer at the pre-performance conference and will be maintained in the contract file. City officials shall be notified in writing as changes occur.
- 1.3.4. Communication.** All supervisory personnel must be able to read, write, speak, and understand English.
- 1.3.5. Contractor Employees.** The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the Contract Administrator or Liaison Officer as a potential threat to the health, safety, security, general well-being or operational mission of the City and its population.
- 1.3.6. Appearance.** Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. This may be accomplished by wearing clothing bearing the name of the company or by wearing appropriate badges that contain the company name and employee name. If badges are used, they must be worn on outer garments. Shorts or cut-off slacks or trousers shall not be worn. Sandals or other open type shoes shall not be worn. Personnel shall be free of body odor, and clothing shall be free from dirt and body odor at the beginning of each workday.
- 1.3.7. Security Clearance.** All contract employees working for Contractor shall be required to undergo a clearance check (background investigation) by the Cottonwood Police Department. Due to highly sensitive and classified information in the Police Department, Finance Department, Human Resource Department and Court facility, it will be standard policy for each new employee to be cleared for these types of sensitive work environments.

1.4. GENERAL MAINTENANCE AGREEMENT/REQUIREMENTS

- 1.4.1.** The Contractor shall maintain all City facilities identified in this bid document in a professional and sanitary condition. General maintenance at all areas where not specified shall be as follows:
- Spot clean carpets as necessary and where needed thereby keeping facilities looking visually clean and sanitized.
 - Remove ink stains from counters.

- Spot clean walls where necessary, again where needed thereby keeping facilities looking visually clean and sanitized.
- Clean light fixtures (twice yearly).
- Strip, wax and polish non-carpeted floors (minimum of twice yearly).
- Steam clean carpets when requested by liaison or municipal city staff personnel.
- Perform high dusting as required.
- Vacuum drapes and chairs as required.
- Clean windows once annually per facility or when requested.

1.5. QUALITY CONTROL

1.5.1. Quality Assurance. The City of Cottonwood will evaluate the Contractor's performance for those tasks listed in Section 3.3, Specific Tasks; Section 5.3, Workload Estimates; and Section 5.4 Custodial/Janitorial Cleaning and Sanitizing Facilities Schedule. City personnel (an employee selected by the Department Head for each facility) will record all inspection observations at various facilities. When an observation indicates defective performance, the Contract Administrator will require the contract owner/manager or their representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that they have been made aware of the defective performance.

1.5.2. Performance Evaluation Meetings. The City Manager or Contract Administrator for the City may require the Contractor to meet as it pertains to the contract. The Contractor may also request a meeting with the Contract Administrator or Department Head as deemed necessary. Written minutes of any such meeting shall be recorded in the contract and signed by the Contract Administrator. All delinquencies, problems or inspections shall be open for discussion and negotiation at the time of the meeting to eliminate any discrepancies.

1.6. PHYSICAL SECURITY

1.6.1. The Contractor shall be responsible for safeguarding all municipal government property provided for Contractor use. At the end of each work period, all municipal government facilities, equipment and materials shall be secured.

1.6.2. Key Control. The Contractor shall establish and implement methods of ensuring all keys issued to the Contractor by the City of Cottonwood are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the City of Cottonwood.

1.6.3. Reporting Lost Keys. The Contractor shall immediately report to the Contract Administrator any occurrences of lost or duplicated keys.

1.6.4. Re-Keying or Replacement. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the City Manager or the Contract Administrator, to replace the affected lock or locks without cost to the City. The City may, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the City and the total cost of the re-keying effort deducted from the monthly payment due the Contractor.

1.6.5. Unauthorized Use. The Contractor shall prohibit the use of keys issued by the City by any persons other than Contractor employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of contract work requirements in those areas.

1.6.6. Lock Combinations. The Contractor shall control access to all City of Cottonwood provided lock combinations to preclude unauthorized entry where needed.

1.7. HOURS OF OPERATION

1.7.1. Normal Hours of Operation. The Contractor shall perform the services required under this contract after normal hours of operation unless otherwise dictated. Hours of start-up for this contract would be available in some City buildings beginning at 4:00 p.m. Sunday through Thursday. Hours of operation shall be discussed by the Contract Administrator, Contract Liaison and the Contract Owner/Manager. These hours and days of operation shall be negotiated whereby they shall be documented and provided to all Citywide department heads.

1.7.2. Holidays. The Contractor will not be required to schedule services on the following observed holidays:

- New Year's Day - January 1st
- Martin Luther King Day - 3rd Monday in January
- President's Day- 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4th
- Labor Day - 1st Monday in September
- Veteran's Day - November 11th
- Thanksgiving Day - 4th Thursday in November
- The day after Thanksgiving - 4th Friday in November
- Christmas Day - December 25th

1.7.3. Emergency Services. On occasion, services may be required to support an activation or exercise of emergency nature. The Contractor's responsibilities for emergency support are described in Section 3.3.5.

1.7.4. Reduced Services. On occasion (natural disasters, weather phenomenon, etc.) the Contractor's services may not be required, or may be required at a reduced level. The Contract Administrator will notify the Contractor if this should occur. No price reduction will be made, but the Contractor shall take the required action necessary to make up for missed services once normal service resumes and with minimal interference to regular service schedules.

1.8. CONSERVATION OF UTILITIES

1.8.1. The Contractor shall ensure employees practice utilities conservation. The Contractor shall be responsible for these policies, under conditions that prevent waste of utilities to include:

- **Lights.** Lights shall be used only in areas where work is actually being performed.
- **Heating, Ventilation, Air-Conditioning (HVAC).** Employees shall not adjust mechanical equipment controls for HVAC systems.
- **Water.** Water faucets or valves shall be turned off when not in use.

1.9. HAZARDOUS AND/OR TOXIC MATERIALS

1.9.1. The Contractor shall maintain a complete inventory of all chemicals and hazardous materials used (including Material Safety Data Sheets – MSDS forms).

1.9.2. The contract must require compliance with OSHA laws, and that the Contractor may not bring any material considered hazardous at any City facility without first submitting a request and getting written permission from the City Manager.

- 1.9.3. Disposal of hazardous waste, containers or components thereof, shall be disposed of in a hazardous waste disposal site only; no other locations shall be utilized for such disposal. Only hazardous waste sites, which are permitted by the US Environmental Protection Agency, the State of Arizona, shall be utilized for such disposal action.
- 1.9.4. Hazardous waste disposal, generated as a result of contract action, is the Contractor's responsibility to be accomplished at his/her expense and no separate or direct payment will be made and the cost thereof shall be considered incidental to and included in the contract price.
- 1.9.5. The Contractor will abide by all regulation mandated by the EPA agency as outlined in 40 CFR 763.92, "Training", along with the Occupational Safety and Health Administration (OSHA) as outlined in 29 CFR 1926.1101.

2. DEFINITIONS

2.1. STANDARD DEFINITIONS

- 2.1.1. **Defective Service.** A service output that does not meet the standard of performance specified in the contract for that service task element.
- 2.1.2. **Performance Requirement.** The point that divides acceptable and unacceptable performance of a task according to the Performance Requirements Summary (PRS) shall be reviewed by the Contract Administrator weekly or monthly. It is the number of defectives or maximum percent defective that is deemed unacceptable. Any further defectives will require the City to affect the price computation system.
- 2.1.3. **Performance Requirements Summary (PRS).** A listing of service performance elements under the contract that will be evaluated by the City Contract Administrator on a regular basis shall be adhered to. Also, included are surveillance methods to be used for these elements and the performance requirement of the listed elements by the Contractor in the performance of tasks requirements.
- 2.1.4. **Quality Assurance.** A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For purposes of this contract, quality assurance refers to actions by the City.
- 2.1.5. **Quality Control.** Actions taken by the Contractor to control the quality of production of site locations to ensure that they conform to the contract requirements.
- 2.1.6. **Random Sampling.** A sampling method where services are employed by the Contractor at a site location being selected for quality assurance surveillance.
- 2.1.7. **Sample.** A sample consists of one (1) or more service areas receiving surveillance for quality control purposes.

2.2. TECHNICAL DEFINITIONS PECULIAR TO THIS PERFORMANCE WORK STATEMENT

- 2.2.1. **Routine Cleaning.** A group of prior approved cleaning tasks to be done in each work area on a regularly scheduled daily or weekly basis (see Workload Requirements, Section 5). Routine cleaning shall consist of the following:

Daily maintenance and cleaning items:

- Clean and sanitize restrooms
- Clean entrance door glass

- Empty all waste baskets
- Sweep and dust mop all hard surface floors
- Vacuum all carpeted areas
- Dust all furniture (phones, desks, computers, machines, credenzas, bookshelves and fixtures)
- Spot clean walls
- Dust and clean all baseboards and doors
- Dust and clean all counter areas and signs
- Empty pencil sharpeners and paper shredders as needed
- Sweep porches and front sidewalk areas as needed
- Clean all other glass inside and out every three months
- Clean light fixtures as needed
- Steam Clean carpeted areas as needed

2.2.2. Periodic Cleaning. A group of prior approved cleaning tasks to be done at less frequent intervals than routine cleaning at City scheduled times and dates (see Workload Requirements, section 5).

2.2.3. Buffing. The act of polishing non-carpeted floors during wax removal/stripping and maintenance.

2.2.4. Wax Removal/Stripping. The act of removing all wax down to the flooring material.

2.2.5. Customer Complaint. A complaint received by the City Contract Administrator or Liaison from a customer claiming unsatisfactory services in a given area or areas.

2.2.6. Floor Maintenance. Floor maintenance tasks include the techniques of spray buffing, and stripping and waxing. Floor maintenance and maintain floors shall mean the same throughout this contract.

2.2.7. Hazardous Material. Any materials with the characteristics of flammability, corrosiveness, reactivity, or toxicity, or any combination of these characteristics. These materials, if not properly controlled, pose a potential hazard to human health or other living organisms because they are non-degradable, persistent in nature, lethal, or may otherwise cause or tend to cause detrimental cumulative effects.

2.2.8. Waste Material. Any material for which no use or reuse is intended and which is to be discarded.

3. CONTRACTOR-FURNISHED ITEMS AND SERVICES

3.1. GENERAL INFORMATION

3.1.1. The Contractor shall furnish all supplies, materials, and equipment necessary to perform this contract according to all terms described.

3.1.2. Employee Roster. The Contractor shall provide, prior to the pre-performance conference, a roster stating complete names, addresses, social security numbers and date of birth of all employees requiring access to City facilities. Any changes to this employee list through attrition of personnel must be submitted to the City Contract Administrator within two (2) days after changes occur.

3.2. SPECIFIC ITEMS

3.2.1. The Contractor shall provide the specific items listed below. This list is not all inclusive of the Contractor-furnished items and services required to perform this contract.

3.2.1.1. Equipment. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furniture, or building circuits. All electrical equipment used by the Contractor shall be UL approved. This equipment must operate using existing building circuits.

3.2.1.2. Vacuum cleaners. Vacuum cleaners used for carpeted floors shall be of commercial quality. For the Library, vacuum cleaners should have a HEPA filtration system which would filter out dust and bacteria particles larger than 0.3 microns.

3.2.1.3. Plastic Trash Container Liners. The Contractor shall furnish plastic trash container liners of adequate quality to protect each trash container.

3.2.1.4. Restroom Supplies. The Contractor shall furnish the following restroom supplies. Descriptive literature of materials/supplies to be used shall be submitted with bid package. Materials shall meet or exceed the quality of the items previously utilized by the City as purchased through Hillyard Janitorial Supply Co.

3.3. SPECIFIC TASKS

3.3.1. GENERAL INFORMATION

3.3.1.1. The Contractor shall furnish custodial services in facilities at the frequencies stated in the Workload Requirements, section 5, which will give all tasks and frequency requirements for each facility, thereby meeting all standards in this section. The Contractor shall furnish all equipment and supplies necessary to perform these services.

3.3.1.2. Contract personnel shall, during all floor cleaning techniques, move or tilt chairs, trash receptacles and other easily moved item(s) to clean (sweep, mop, vacuum, wax, etc.) underneath. All items shall be returned to their original locations after cleaning.

3.3.1.3. Wet Floor Caution Signs. Contract personnel shall display caution signs when cleaning floors in an area where people will be present before floors are dry.

3.3.1.4. City shall be responsible for replacement of fluorescent light tubes at all facilities.

3.3.2. CLEANING TASKS

3.3.2.1. Contract personnel shall accomplish all cleaning tasks to meet the quality standards and frequency requirements as stated in Section 5, Workload Requirements (this will identify all workload tasks and frequency of task elements for purposes of clarification). If a City official requests or calls for a service that is not identified, the Contractor shall bring it to the attention of the City Contract Administrator so that the service can be removed, added, or corrected as needed. The following identifies procedural requirements as identified by the City of Cottonwood for cleaning purposes:

- 1. Vacuum Carpet.** The Contractor shall vacuum all carpeted floor areas from wall to wall so that after vacuuming, they are free of all visible litter, dust, soil or other materials. The Contractor shall immediately remove spots two (2) square feet or smaller in size. All tears, burns, and unraveling shall be brought to the attention of the City Contract Administrator.

- 2. Sweep Floors.** The Contractor shall sweep all non-carpeted areas from wall to wall so that after the floor has been swept, the entire floor surface, including corners and bottom edges of base covers, shall be free of litter, dust and foreign debris.

3. **Mop Floors.** The Contractor shall mop all non-carpeted areas from wall to wall, so that after flooring has been mopped, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil stains, film, debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, thresholds, etc. or mop strands remaining in the areas. Ceramic/Terrazzo tiled doors shall use machine type scrubbing with mopping type solution periodically to avoid dirt and grime build-up on tile and grout.
4. **Strip and Wax Floors.** The Contractor shall strip and wax all non-carpeted door areas at a frequency of two (2) times per year per building. Any existing wax shall be removed and old built-up wax residue shall be removed along walls and in corners, base boards, and anew acrylic based wax coat shall be applied to entire door area from wall to wall. After stripping, waxing and buffing is completed, the floor shall have a uniform glossy appearance and shall be free of scuff marks, heel marks, and other stains and discolorations. The Contractor shall remove door finish solutions from baseboards, thresholds, furniture, trash receptacles, etc. CERAMIC AND TERRAZO TYPE FLOORS SHALL NOT BE WAXED.
5. **Maintain Floors.** The Contractor shall maintain all non-carpeted floors as specified. Maintenance of non-carpeted floors will be accomplished at a frequency of once per month per building. Maintenance will include a light coat of acrylic-based wax to be applied to portions of the door where existing wax has deteriorated or to cover any damage on the existing wax. After wax is applied, the entire non-carpeted floor area shall be buffed to bring the entire door to proper industry standards. The Contractor shall remove floor finish solutions from baseboards, thresholds, furniture, trash receptacles, etc. This required service is in addition to Item 4. Stripping and Waxing Floors.
6. **Clean Mats.** The Contractor shall vacuum and sweep all carpet-type entrance mats to remove soil and grit and to restore resiliency of the carpet pile. The Contractor shall sweep, vacuum, or hose down outside rubber or polyester entrance mats to remove soil and grit. Soil and moisture underneath entrance mats shall be removed by the Contractor and mats returned to their original location. The Contractor shall insure that, if hosing off an outside entrance mat, the water does not enter the interior of the facility.
7. **Removal of Trash.** The Contractor shall empty and return to original location all trash receptacles indoors and outdoors. Boxes, cans and papers, placed near a trash receptacle and marked "TRASH" shall be removed. Trash shall also be removed from receptacles for sanitary napkins. All interior and exterior trash receptacles shall have plastic liners placed in them. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Trash shall be disposed of in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such collected trash. Trash shall be deposited in the nearest outside trash collection point (trash dumpster unit). Any trash designated by user as "CLASSIFIED" will not be touched by the Contractor. Restroom trash cans shall be washed to remove dirt and dust from the container and present a clean appearance. Should materials or items be observed by custodial personnel on or near trash receptacles that appear not to be trash, custodians shall make every effort to contact City staff with a note requesting authorization for disposal (this requirement shall be expressly noted whereby materials lying in close proximity or upon the trash container shall not be removed until authorized by staff personnel the next day).
8. **Perform Low Dusting.** The Contractor shall perform low dusting, so that after dusting, all lint, dust, litter and dry soil shall be removed from the surfaces of tables, chairs, cabinets, and other types of office furniture (excluding personal desks) and

from ledges, window sills, hand rails, base boards, etc., to a line 7'0" above floor level. Office equipment such as typewriters, computers, and equipment of similar nature shall not be dusted by the Contractor. Coffee stains or other stains, streaks, or spots shall be damp cleaned. Horizontal surfaces of exposed light fixtures shall be free of dust, lint, cobwebs, and dry soil.

9. **Clean Glass.** The Contractor shall clean both sides of glass located within interior walls, both sides of interior and exterior glass doors, display cases, directory boards, mirrors and adjacent trim. After glass cleaning, there shall be no traces of film, dirt, smudges, water marks or other foreign matter. This section applies to all glass and mirrors whether in administrative, classrooms, rest rooms, or locker room areas.
10. **Clean Drinking Fountains.** The Contractor shall clean, scrub and disinfect all porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain including sides shall be free from streaks, stains, spots, smudges, scale and other obvious soil.
11. **Perform Spot Cleaning.** The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, and fixtures. Germicidal detergent shall be used in rest-rooms, locker rooms, break areas, drinking fountains and walls adjacent to trash receptacles. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
12. **High Dusting.** The Contractor shall perform high dusting, so that after dusting, all dust, lint, litter, cob webs, and dry soil shall be removed from all surfaces greater than 7'0" above the floor surface to include Venetian blinds, where installed. Dusting shall be accomplished in break areas, rest rooms and administrative areas not to exceed 15'0". Horizontal surfaces of light fixtures shall be free of dust, lint, cobwebs and dry soil. Ceiling fans shall be free of dust, lint cobwebs and dry soil. High dusting also includes ducts, pipes, air conditioning grills, convectors, suspended heaters and shades.

3.3.3. CLEANING RESTROOMS

- 3.3.3.1. This task element includes the following components to be accomplished and shall meet the standards indicated daily or as indicated in Section 5.2, Frequency Legend and Section 5.3, Work Load Estimates. All cleaning as specified below shall be completed as identified for each facility as listed on the days established within this contract in Section 5.3. No deviation of this schedule shall be permitted unless authorized by the City Contract Administrator.
 1. The Contractor shall post cone shaped "CLOSED" signs in the restroom doors while the facility rooms are being cleaned and or re-supplied.
 2. **Clean and Disinfect Restrooms.** Contractor shall clean and disinfect all surfaces of partition walls, stalls, faces of toilet bowls, urinals, lavatories, dispensers, fixtures, and other such surfaces, including wall areas adjacent to mounted lavatories, urinals, and toilets using a germicidal solution, after every scheduled service.
 3. **Supplying of Restrooms.** The Contractor shall distribute toilet paper, paper towel products and hand soap in all restrooms at a rate so that after distribution all items are continually available until the next scheduled service for that area. Dispensers in buildings shall be maintained and filled with appropriate supplies. Empty dispensers that are reported to either the City Contract Administrator or Contract Liaison Officer shall be filled within one (1) hour of that notification.

4. **Sweep, Mop and Machine Scrub Restroom Floors.** The Contractor shall sweep entire restroom floor so it is free of visible litter, dust, lint and foreign debris, then mop all accessible areas (frequency shall be identified as per cleaning day). After mopping, floors shall have a uniform appearance and be free of streaks, debris, stains, or standing water. **Restroom floors that have ceramic tile shall be machine scrubbed at a frequency of once per month or more often as required (this includes the Cottonwood Recreation Center, Library, City Hall, Public Safety Building facilities, Court, Aquatics Center, and Transit Facility).**
5. **De-scaling in Restrooms.** The Contractor shall completely de-scale all toilet bowls, restroom sinks and urinals, so that after de-scaling, the entire surface is free of streaks, stains, scale, scum, urine deposits, all stagnant liquids, rust stains and unpleasant odors. De-scaling shall apply to all interior and exterior surfaces of toilet bowl, restroom sinks and urinals.
6. **Showers.** The Contractor shall completely clean and disinfect all surfaces of shower walls, floors and soap trays. Surface shall be free from streaks, stains, scale, mold, scum, and rust stains, and human waste deposits (hair). Fixtures shall be sanitized. Shower walls and floors shall be scrubbed every time service is performed to maintain ceramic surface free of soap scum and body oil build-up (this procedural requirement shall be implemented at all Police/Fire "Public Safety" facilities, Wastewater Plant facilities, and all Recreation Center Locker Rooms and Aquatics/Pool facilities).

3.3.4. RESCHEDULE AND MAKE-UP SCHEDULED SERVICE

- 3.3.4.1. The Contractor shall reschedule or make-up services that cannot be performed due to Citywide functions such as meetings or special events. Items to be rescheduled are waxing of floors, floor maintenance or other scheduled services. The Contractor is not required to make-up or reschedule services that fall on nationally recognized holidays, but services such as waxing and floor maintenance shall not be scheduled on holiday time slots.

3.3.5. EMERGENCY SERVICES

- 3.3.5.1. When required by the City Contract Administrator, the Contractor shall respond to all emergency situations resulting from flooding or any other situation requiring immediate attention including those described below. The City Contract Administrator will verbally advise the Contractor of the effort required and follow-up as soon as possible (if required) with a written change to the contract. A negotiable equitable adjustment will be made to the contract if required. Within the contract document for overall price, the City may request an additional alternate for hourly cost for custodial/janitorial services under this clause and section of the contract document.

1. Weather related disasters, such as burst water pipes due to freezing temperatures.
2. Flood related disasters due to monsoon or El Nino weather patterns in the summer and winter months.
3. Incidental damage and clean up caused by natural causes.
4. Other cleaning requirements in facilities receiving service under the terms of the contract.

3.3.6. REQUIRED REPORTS/SCHEDULES

3.3.6.1. The Contractor shall provide the reports and data required by City staff where required. All monthly reports completed by the Contract Administrator shall be forwarded to the Contractor each month showing discrepancies, deficiencies, overall scoring tabulations remitted through the Monthly Service Review Forms.

4. PERFORMANCE REQUIREMENTS

4.1. PERFORMANCE REQUIREMENTS SUMMARY

- 4.1.1.** The Contractor shall be provided a list of the performance work statement requirements that the City will inspect. The absence of any contract requirement from the performance requirements summary will not detract from enforceability nor limit the rights or remedies of the City under any other provision of the contract.
- 4.1.2.** The Contractor shall be provided definitions of the standard of performance for each listed service.
- 4.1.3.** The Contractor shall be apprised of the maximum allowable deviation from standard performance for that service that may occur before the City will invoke the payment computation formula (Section 4.4.2), resulting in a payment of less than one hundred percent (100%) of the maximum payment for the listed service.
- 4.1.4.** The Contractor shall be provided a definition of the controls used as the basis for inspection or for payment computation purposes.
- 4.1.5.** Set forth the inspection methods the City will use to evaluate the Contractor's performance for the listed tasks.
- 4.1.6.** Set forth the percentage of the total contract price that the listed contract requirement represents.

4.2. QUALITY ASSURANCE STANDARDS

- 4.2.1.** Contractor performance will be evaluated to determine if service meets contract standards. Method of inspection to be used is based on customer complaint levels and weekly random sampling inspections. Levels shall be measured in time increments on a weekly basis by designated City staff personnel at each facility. Quality levels shall be measured by checklist and ultimately customer complaint levels versus a one hundred percent (100%) level of consistent operation without complaint. Random sampling by designated building inspectors (DBI) for the City shall be implemented through visual inspection process on a daily or weekly basis and compiled for monthly reporting. Weekly or monthly reports and complaints shall be submitted by designated building inspectors (DBI) to the City Liaison Officer for review and action where needed. All evaluations and complaints will be recorded and reviewed with the Contractor where complaint levels exceed the normal allowable levels agreed upon in the contract document.

4.3. PERFORMANCE EVALUATION/LEVEL OF PERFORMANCE

- 4.3.1.** Performance of a service will be evaluated by customer complaint and all discrepancies noted on forms provided to staff personnel (or via direct communication i.e. telephone, email or verbally) identified as Monthly Service Review Form. The Contractor's level of performance shall be determined as satisfactory whereby less than three (3) complaints are recorded at one (1) or various facilities within a weekly period. Should a level be reached whereby three (3) or more complaints (verbal or written) are recorded weekly, a level of unsatisfactory shall be recorded by the Contract Administrator and submitted to the Contract by written format by the Contract Administrator. Action shall be implemented to upgrade services at the specified building facility

immediately. Goals shall be provided by the Contractor to the Contract Administrator by the next workday as, to attainable levels of performance to once again achieve satisfactory at the particular building facility. Should a level of unsatisfactory continue at a given facility for three (3) straight weeks (verbally or in writing), or levels of unsatisfactory (levels rated at a combined average – Citywide level of six (6) or less on the Monthly Service Review Form, Example Format, Exhibit H) be observed over normal monthly evaluations within the contract obligation, a meeting shall be coordinated by the Contract Administrator to discuss on-going delinquent operations and sub-standard performance by the Contractor. Action shall be coordinated by the City Contract Administrator to implement deductions to payment per contract guidelines as observed in Section 4.4, Contractor Payment.

4.4. CONTRACTOR PAYMENT

4.4.1. For performance of a service that does not meet or exceed the performance requirement in accordance with quality control obligations on behalf of the Contractor, the Contractor shall be paid the percentage of the monthly contract line item price indicated with the subtraction of percentage as authorized by contract for that service.

4.4.2. If performance of a service does not meet or exceed the performance requirement for a service period as identified in Section 4.3, the City will calculated payment as follows:

- 1. The maximum contract payment per month for all services.** Any delinquent work shall be noted by multiplying the maximum delinquent percentages for overall services to determine the maximum payment for acceptable service. Maximum deduction would be incurred at a rate of four percent (4%) against the total monthly payment.
- 2.** Any deduction from payment shall be taken from the payment for the month in which the determination was made that such deduction was appropriate, regardless of the period on which the performance deficiencies occurred.

4.5. EXAMPLE OF PAYMENT COMPUTATIONS

- | | |
|---|-------------|
| 1. Maximum contract line item payment per month | \$12,000.00 |
| 2. LESS: Maximum delinquent monthly payment percentage
(Unsatisfactory Qualification) 4% of monthly gross | X 4% |
| 3. Maximum Payment by City for delinquent/unsatisfactory quality | \$11,520.00 |

5. WORKLOAD REQUIREMENTS

5.1. The Contractor shall provide custodial maintenance services for each facility, or portion of a facility as identified in the contract document as specified in frequency and numbers listed.

5.2. FREQUENCY LEGEND

- D - Daily (5 days per week -Monday through Friday)
- 1W - Once Weekly
- 2W - 2 Times Weekly
- 3W- 3 Times Weekly
- 4W - 4 Times Weekly
- 7W - 7 Times Weekly
- 1M - Monthly
- 2M - Twice Monthly
- M2 - Every Two Months

- M3 - Quarterly
- M4 - Every Four Months
- M6 - Semiannually
- Y - Annual
- AR - As Required
- WV - When Vacant

5.3. WORK LOAD ESTIMATES

5.3.1. Variation in Work Load – Custodial Services. These are current required workloads for the performance of custodial services, but are subject to variations. Modifications will be made to the contract as changes occur. Refer to “Routine Cleaning” requirements as described under Sections 2.2.1, 3.3.2 and 3.3.3 of this solicitation document.

<u>Building</u>	<u>Performance Load</u>	<u>Remarks</u>
City Hall	3W	Routine cleaning on Monday, Wednesday and Friday. Includes baseboards, cobwebs, and windows as needed, trash on ground and sweep sidewalks in front of building.
City Hall Public Restrooms (outside of building)	5W	Heavy cleaning and sanitizing. All floors, walls, sinks, toilets and partition walls. Check for cobwebs as needed inside and out. Lock up after cleaning each night except Fridays & Saturdays. Cleaning to be performed on Mondays, Wednesdays, Thursdays, Fridays & Saturdays.
Conference Room & Substation	1W	Routine cleaning. Per discussion/as required by staff. Restroom, vacuum, trash and windows.
Business Assistance Center	2W	Routine cleaning. Per discussion/as required by staff.
Finance/Human Resources	2W	Routine cleaning. Per discussion/as required by staff.
Civic Center	2W	Routine cleaning. Per discussion/as required by staff. Includes dry mopping of entire floor surface areas.
Council Chambers	2W	Routine cleaning. Per discussion/as required by staff.
City Clerk’s Office	2W	Routine cleaning. Per discussion/as required by staff.
Court Facility	3W	Routine cleaning with wipe down of front counter areas & windows. Monday, Wednesday & Friday.

Developmental Services & Utilities	3W	Routine cleaning – Certain offices are exempt from cleaning. Please see attached Exhibit B for visual and explanation of cleaning. Sweep and mop all floors, sanitize restrooms and remove trash.
Public Safety Building (Police/Fire)	3W	Routine cleaning Monday, Wednesday and Friday. Squeegee clean hallway floors to eliminate residual water buildup. Sanitize showers heavy duty.
Recreation Center	7W	Routine cleaning seven (7) days a week. Dust/mop, vacuum all floors facility wide, garbage pickup facility wide, carpet cleaning facility wide, spot removal daily, shower/restroom/locker room sanitizing daily/heavy clean, base boards, counter tops, door windows, weight room floor cleaning daily as well as under weight machines & cardio equipment; pool concrete floor cleaning and sanitizing daily, and gym floor cleaning and stain removal every three (3) weeks.
Recreation Center Offices	3W	Routine cleaning Monday, Wednesday and Friday (or as approved) – attention to carpet cleaning, spot removal, conference room table cleaning, base board cleaning and vinyl floor cleaning and emptying trash units.
Library	4W	Routine cleaning Tuesday through Friday or as negotiated with staff. Includes shelves daily, carpet cleaning daily, base boards, table tops, restroom sanitation, front entry cleaning and glass doorways cleaned daily, plus feather dusting around fire/smoke detectors and cleaning of upper beams once a month.
Public Works Offices	2W	Routine cleaning – two (2) days as required. Sanitation of restrooms vital.
Waste Water Plant	2W	Heavy cleaning and sanitizing two (2) days as required by staff.
Airport	2X	Routine cleaning of all offices and restrooms with front doorway window cleaning. Includes cleaning & disinfecting of south runway terminal restrooms also.
Aquatics Center/Pool	7W	(7 days per week from May 15 through

November 10th only). Restrooms & showers: heavy disinfecting and with routine cleaning. Includes office and guard rooms.

Riverfront Park Public Restrooms	7W	<u>Heavy cleaning and sanitizing.</u> All floors, walls, sinks, toilets and partition walls. Check for cobwebs as needed inside and out. <u>Lock up after cleaning each night.</u>
Riverfront Park Little League	7W	<u>Heavy cleaning and sanitizing.</u> All floors, walls, sinks, toilets and partition walls. Check for cobwebs as needed inside and out. <u>Lock up after cleaning each night.</u>
Garrison Park	7W	<u>Heavy cleaning and sanitizing.</u> All floors, walls, sinks, toilets and partition walls. <u>Lock up at 9:00 p.m. each night.</u>
Old Town Jail Facility	1W	Routine cleaning once a week. Include floors and restroom facilities and trash.
Verde Valley Transit Facility	3W	Heavy cleaning and sanitizing. All floors, restrooms, offices, etc.

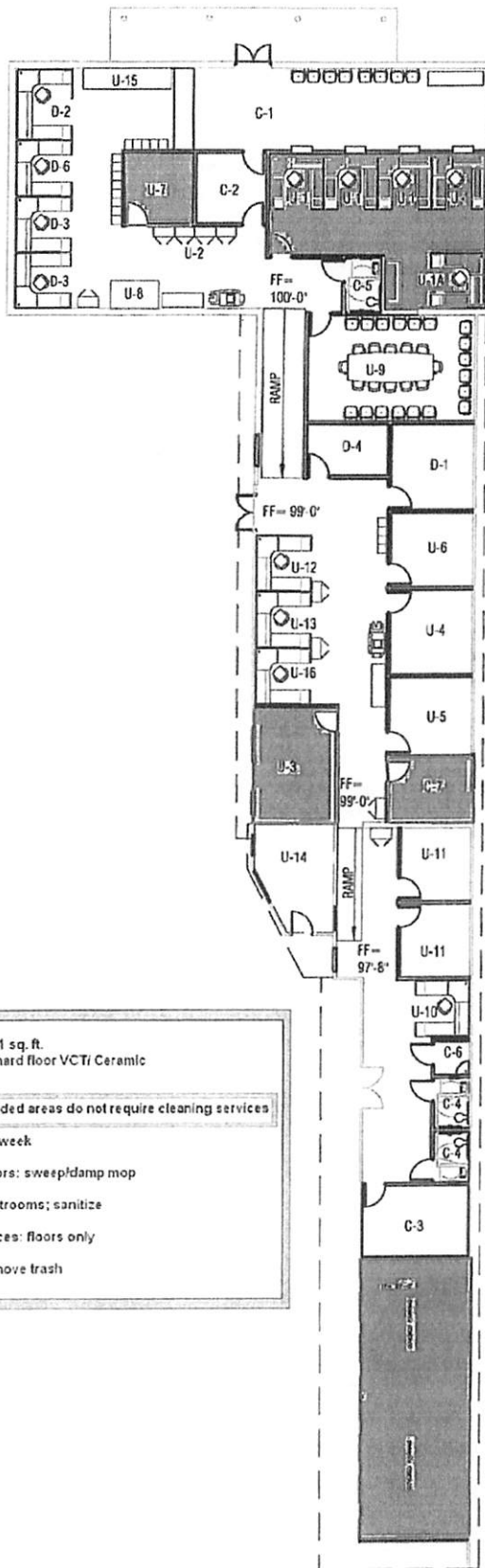
5.4. CUSTODIAL/JANITORIAL CLEANING AND SANITIZING OF FACILITIES SCHEDULE

<u>Building</u>	<u>Location</u>	<u>Remarks</u>
City Hall	827 North Main Street	Routine Cleaning
Finance/Human Resources	816 North Main Street	Routine Cleaning
City Clerk's Office	824 North Main Street	Routine Cleaning
City Council Chambers	826 North Main Street	Routine Cleaning
City Court	665 East Mingus	Routine Cleaning
Developmental Services & Utilities	111 N Main Street	Routine Cleaning – Certain offices are exempt from cleaning. Please see attached Exhibit B for visual and explanation of cleaning.
Public Safety Building (Police/Fire) *Some areas are exempt as warranted by staff.	191 and 199 South 6 th Street	Routine Heavy Cleaning Includes INTENSE cleaning of jail cell areas, employee locker room facilities/showers, etc. <u>High level disinfecting.</u>
Civic Center	805 North Main Street	Clean restrooms

		Dust mop floors/stage
		Floors – annual maintenance Office – Routine Cleaning
Recreation Center	150 South 6th Street	Routine Heavy Cleaning INTENSE sanitizing of all public facilities. Heavy daily cleaning of showers, stalls, all floors in public use areas. Office areas every three (3) days for vacuuming, base boards, conference room, and break room vinyl floor cleaning/moping. Gym flooring to be cleaned once every three (3) weeks or as required by staff.
Aquatics Center/Pool	100 Brian Mickelsen Parkway	Heavy disinfection of all restroom, floors, sinks, urinals, toilets and shower facilities as deemed necessary for <u>Public Health Standards</u> .
Library	100 South 6 th Street	Routine Cleaning and heavy disinfection of all restrooms. Exception would be all shelving, desks, counter areas, etc. Front entrance windows daily. Other Windows and carpeting as needed.
Public Works Offices	1490 West Mingus	Routine Cleaning
Wastewater Treatment Plant	1480 West Mingus	Heavy/Intense Sanitizing and Cleaning.
Airport	1001 West Mingus	Routine Cleaning
Riverfront Park Public Restrooms	1384 East Riverfront Drive	Heavy intense disinfection of restrooms. All concrete and tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> . Heavy cleaning and sanitizing.
Riverfront Little League Complex	851 North 10 th Street	Heavy intense disinfection of restrooms. All concrete and tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> . Heavy cleaning and sanitizing.
Garrison Park	100 Brian Mickelsen Parkway	All tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> .

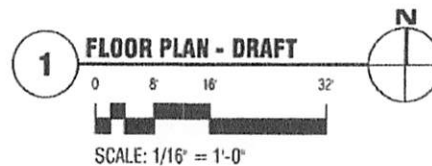
		Heavy cleaning and sanitizing.
Old Conference Room	817 North Main Street	Routine Cleaning
Business Assistance Center	821 North Main Street	Routine Cleaning
City Hall Public Restroom (outside of building)	827 North Main Street	Heavy intense disinfecting. All tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> . Heavy cleaning and sanitizing.
Old Town Jail Facility	1101 North Main Street	Routine Cleaning
Verde Valley Transit Facility	340 Happy Jack Way	All tile, carpeted flooring, sinks, stalls and toilets/urinals.

EXHIBIT B
DEVELOPMENTAL SERVICES AND UTILITIES
DIAGRAM OF OFFICES INCLUDED IN CONTRACT



UTILITY DEPARTMENT AND COMMUNITY DEVELOPMENT

- U-2 FILE STORAGE
- U-4 UTILITY ADMIN. MANAGER
- U-5 ADMIN. ASSISTANT
- U-6 OPERATIONS MGR
- U-8 ORDINANCE OFFICERS
- U-9 CONFERENCE ROOM
- U-10 OPERATIONS FOREMAN
- U-11 ENGINEERS
- U-12 UTILITY INSPECTORS
- U-13 UTILITY ELECTRICIAN
- U-15 PLANS REVIEW
- U-16 PUBLIC WORKS INSPECTOR
- D-1 COMMUNITY DEV. DIR.
- D-2 ADMIN. ASSISTANT
- D-3 PLANNERS
- D-4 BUILDING OFFICIAL
- D-5 PLANS STORAGE
- D-6 FIELD INSPECTOR
- C-1 CUSTOMER LOBBY/WAITING
- C-2 CUSTOMER CONFERENCE ROOM
- C-3 LUNCH ROOM
- C-4 STAFF TOILETS
- C-5 UNISEX PUBLIC TOILET
- C-6 JANITOR'S CLOSET



City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	October 18, 2016
Subject:	Governor's Office of Highway Safety Grant Contract Number: 2017-405d-005 DUI Task Force Overtime
Department:	Police
From:	Stephen Gesell, Chief of Police

REQUESTED ACTION

Authorizing the City Manager and Chief of Police to sign the attached GOHS contract to provide \$20,000.00 for overtime expenses that will be incurred from October 1, 2016 through September 30, 2017 for DUI Task Force Details.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve the Governor's Office of Highway Safety Grant, Contract Number 2017-405d-005, and authorize the City Manager and Police Chief to sign said contract."

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department with grant opportunities, providing funding of many thousands of dollars. In previous years the Department has received funding to purchase the Mobile Command Vehicle, PBTs and funding for overtime DUI Task Force Saturation Details and Check-Points. The DUI Task Force Patrols focus on day to day DUI patrols (Saturation Details) as well as targeted special holiday patrols, i.e. prom night, graduation, Thanksgiving weekend, New Years Eve, etc., when Check-points are usually set up. This funding is the only way Cottonwood Police Department is able to participate in these special DUI Task Force Details.



JUSTIFICATION/BENEFITS/ISSUES

Signature is required before further evaluation and award of funds can occur. This funding is significant in that it will cover \$20,000.00 worth of overtime expenses incurred during DUI patrols. This funding allows us to participate in DUI task force patrols and check-points within our jurisdiction as well as allows us to participate in Multi-Agency Task Force activities by covering the monetary expense. Without this funding the Department would not be able to conduct the DUI Task Force details.

COST/FUNDING SOURCE

Governor's Office of Highway Safety

ATTACHMENTS:

Name:	Description:	Type:
 2017-405d-005_Contract_(1).pdf	Grant Contract to be signed (1)	Cover Memo
 2017-405d-005_Contract_(2).pdf	Grant Contract to be signed (2)	Cover Memo

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.616

1. APPLICANT AGENCY Cottonwood Police Department	GOHS CONTRACT NUMBER: 2017-405d-005
ADDRESS 199 S. 6th Street, Cottonwood, AZ 86326	PROGRAM AREA: 405d
2. GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT: Jennifer Mathe
ADDRESS 827 N. Main Street, Cottonwood, AZ 86326	3. PROJECT TITLE: DUI/Impaired Driving Enforcement
4. GUIDELINES: 405d	

5. **BRIEFLY STATE PURPOSE OF PROJECT:**
Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood.

6. BUDGET COST CATEGORY	Project Period FFY 2017
I. Personnel Services	\$16,000.00
II. Employee Related Expenses	\$4,000.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$20,000.00

PROJECT PERIOD FROM: Effective Date
(Date of GOHS Director Signature) TO: 09-30-2017

CURRENT GRANT PERIOD FROM: 10-01-2016 TO: 09-30-2017

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Cottonwood:

- Encompasses approximately 714 square miles;
- Population of more than 11,265;
- Is located in Yavapai County which encompasses approximately 8800 square miles;
- Is the largest city in the Verde Valley and serves as the hub of the Verde Valley;
- The unincorporated areas bordering the City of Cottonwood, i.e., the Verde Villages, Verde Santa Fe and Cornville, adds another 11,000 residents;
- Tourism during big event weekends can increase the City's population by 10% to 20%.

The City serves the entire population whether they live within or outside the City limits and the Police Department also assists other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office. The Cottonwood Police Department consists of 32 sworn officers, 26 civilian personnel, and 13 volunteers.

To keep up with the continued growth of their area, the department takes an innovative approach to police services and strives to remain proactive in their efforts.

The City of Cottonwood has:

- Thirteen (13) traffic signals;
- Two (2) roundabouts;
- Approximately five (5) miles of Highway 260 and;
- Highway 260 is a thoroughfare to Camp Verde and Interstate 17 to Flagstaff, Prescott and Phoenix and is highly traveled;

Agency Problem/Attempts to Solve Problem:

The State of Arizona has strong enforcement and media programs in place for reducing alcohol-related fatal crashes. Unfortunately, impaired drivers continue to be a serious problem in the City of Cottonwood and the surrounding areas. Participating in DUI Saturation Details and Check Points, using GOHS funds, has lowered DUIs by approximately 20% since 2011. In order to keep these numbers decreasing, the department needs to continue with 1 to 2 DUI Task Force Saturation details per month and Checkpoint Details at least once per quarter, along with the constant media attention to "Drive Hammered, Get Nailed".

The Cottonwood Police Department knows through experience, the only way to be aggressive in stopping impaired drivers is to hold several DUI details a month. This being said, limited resources and manpower, available to address the DUI related issues, keeps the department from being able to hold these special details. In order to hold the DUI Details the department needs more overtime funds to allow for the extra manpower. As stated earlier, grant funding is the only way the department is able to participate in most special details.

The City of Cottonwood along with the Tri City DUI Task Force has held many enforcement activities throughout the years. They have at least one (1) DUI Detail a month, but try to participate in two (2) and during the holiday seasons can hold many more than two (2) per month. The amount of DUI Details per month has to do with the amount of overtime funding the department has in its budget from grant funding and the officers available to work. This grant proposal is requesting overtime funds for off-duty select traffic enforcement and holiday DUI Task Force operations which will be utilized by all officers wishing to conduct additional

enforcement details focusing on traffic and DUI laws. Receiving these overtime funds will assist the Cottonwood Police Department to participate in local and area and Verde Valley DUI Task Force activities and saturation points. Without funding, the department would still try to hold DUI details, but the frequency would probably be cut by 75% of what the officers are doing now with the overtime grant funds.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood.

How Agency Will Solve Problem With Funding:

The requested funds will support the Personnel Services (overtime) and Employee Related Expenses. It is the department's objective to hold a detail once or twice a month. DUI task force operations will be utilized by all officers wishing to participate in DUI Task Force Details and will be focusing on traffic and DUI laws. The Verde Valley DUI Task Force will only be using officers and/or deputies that, at a minimum are certified in Standardized Field Sobriety Testing (SFSTs), which is required if using the overtime through this contract. Thanks to the funding from GOHS, the Department now have enough PBT's to allow all on-duty Officers to have their own PBTs and these will be used as part of their SFSTs. The Cottonwood Police Department will carry out enforcement and public awareness programs at different events, i.e.:

- Verde Valley Fair
- Fourth of July
- National Night Out
- Verde River Days
- The Fall Festival

The Department will actively participate in a public information and education campaigns using both the electronic and printed media. The Cottonwood Police Department will design these to heighten the awareness of the public to the hazards of DUI's, as well as excessive speed, aggressive driving, seat belt and child restraint violations.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Cottonwood Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cottonwood Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Cottonwood Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

The Quarterly Report shall be completed on the form available on-line and submitted by mail to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Steve Gesell, Chief, Cottonwood Police Department, shall serve as Project Director.

Jennifer Mathe, Senior Administrative Assistant, Cottonwood Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs,

	inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCT's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$16,000.00
II.	Employee Related Expenses (ERE)	\$4,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of \$20,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Steve Gesell, Chief
Cottonwood Police Department

***Signature of Authorized Official of
Governmental Unit:***

Doug Bartosh, City Manager
City of Cottonwood

Date Telephone

Date Telephone

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.616

1.	APPLICANT AGENCY Cottonwood Police Department	GOHS CONTRACT NUMBER: 2017-405d-005
	ADDRESS 199 S. 6th Street, Cottonwood, AZ 86326	PROGRAM AREA: 405d
2.	GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT: Jennifer Mathe
	ADDRESS 827 N. Main Street, Cottonwood, AZ 86326	3. PROJECT TITLE: DUI/Impaired Driving Enforcement
4.	GUIDELINES: 405d	
5.	BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood.	
6.	BUDGET	Project Period
	COST CATEGORY	FFY 2017
I.	Personnel Services	\$16,000.00
II.	Employee Related Expenses	\$4,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$20,000.00
PROJECT PERIOD		FROM: Effective Date (Date of GOHS Director Signature)
		TO: 09-30-2017
CURRENT GRANT PERIOD		FROM: 10-01-2016
		TO: 09-30-2017
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Cottonwood:

- Encompasses approximately 714 square miles;
- Population of more than 11,265;
- Is located in Yavapai County which encompasses approximately 8800 square miles;
- Is the largest city in the Verde Valley and serves as the hub of the Verde Valley;
- The unincorporated areas bordering the City of Cottonwood, i.e., the Verde Villages, Verde Santa Fe and Cornville, adds another 11,000 residents;
- Tourism during big event weekends can increase the City's population by 10% to 20%.

The City serves the entire population whether they live within or outside the City limits and the Police Department also assists other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office. The Cottonwood Police Department consists of 32 sworn officers, 26 civilian personnel, and 13 volunteers.

To keep up with the continued growth of their area, the department takes an innovative approach to police services and strives to remain proactive in their efforts.

The City of Cottonwood has:

- Thirteen (13) traffic signals;
- Two (2) roundabouts;
- Approximately five (5) miles of Highway 260 and;
- Highway 260 is a thoroughfare to Camp Verde and Interstate 17 to Flagstaff, Prescott and Phoenix and is highly traveled;

Agency Problem/Attempts to Solve Problem:

The State of Arizona has strong enforcement and media programs in place for reducing alcohol-related fatal crashes. Unfortunately, impaired drivers continue to be a serious problem in the City of Cottonwood and the surrounding areas. Participating in DUI Saturation Details and Check Points, using GOHS funds, has lowered DUIs by approximately 20% since 2011. In order to keep these numbers decreasing, the department needs to continue with 1 to 2 DUI Task Force Saturation details per month and Checkpoint Details at least once per quarter, along with the constant media attention to "Drive Hammered, Get Nailed".

The Cottonwood Police Department knows through experience, the only way to be aggressive in stopping impaired drivers is to hold several DUI details a month. This being said, limited resources and manpower, available to address the DUI related issues, keeps the department from being able to hold these special details. In order to hold the DUI Details the department needs more overtime funds to allow for the extra manpower. As stated earlier, grant funding is the only way the department is able to participate in most special details.

The City of Cottonwood along with the Tri City DUI Task Force has held many enforcement activities throughout the years. They have at least one (1) DUI Detail a month, but try to participate in two (2) and during the holiday seasons can hold many more than two (2) per month. The amount of DUI Details per month has to do with the amount of overtime funding the department has in its budget from grant funding and the officers available to work. This grant proposal is requesting overtime funds for off-duty select traffic enforcement and holiday DUI Task Force operations which will be utilized by all officers wishing to conduct additional

enforcement details focusing on traffic and DUI laws. Receiving these overtime funds will assist the Cottonwood Police Department to participate in local and area and Verde Valley DUI Task Force activities and saturation points. Without funding, the department would still try to hold DUI details, but the frequency would probably be cut by 75% of what the officers are doing now with the overtime grant funds.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood.

How Agency Will Solve Problem With Funding:

The requested funds will support the Personnel Services (overtime) and Employee Related Expenses. It is the department's objective to hold a detail once or twice a month. DUI task force operations will be utilized by all officers wishing to participate in DUI Task Force Details and will be focusing on traffic and DUI laws. The Verde Valley DUI Task Force will only be using officers and/or deputies that, at a minimum are certified in Standardized Field Sobriety Testing (SFSTs), which is required if using the overtime through this contract. Thanks to the funding from GOHS, the Department now have enough PBT's to allow all on-duty Officers to have their own PBTs and these will be used as part of their SFSTs. The Cottonwood Police Department will carry out enforcement and public awareness programs at different events, i.e.:

- Verde Valley Fair
- Fourth of July
- National Night Out
- Verde River Days
- The Fall Festival

The Department will actively participate in a public information and education campaigns using both the electronic and printed media. The Cottonwood Police Department will design these to heighten the awareness of the public to the hazards of DUI's, as well as excessive speed, aggressive driving, seat belt and child restraint violations.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Cottonwood Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cottonwood Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Cottonwood Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

The Quarterly Report shall be completed on the form available on-line and submitted by mail to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Steve Gesell, Chief, Cottonwood Police Department, shall serve as Project Director.

Jennifer Mathe, Senior Administrative Assistant, Cottonwood Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs,

	inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$16,000.00
II.	Employee Related Expenses (ERE)	\$4,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of \$20,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Steve Gesell, Chief
Cottonwood Police Department

***Signature of Authorized Official of
Governmental Unit:***

Doug Bartosh, City Manager
City of Cottonwood

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

- 2.**
- | | |
|---|--|
| <p>A. EFFECTIVE DATE:</p> <p>_____</p> | <p>B. FEDERAL FUNDS:</p> <p>_____</p> |
|---|--|

Authorization to Proceed Date

\$20,000.00

- ### 3. AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date: October 18, 2016
Subject: Governor's Office of Highway Safety Grant Contract Number:
2017-PT-014 Speed/STEP Enforcement
Department: Police
From: Stephen Gesell, Chief of Police

REQUESTED ACTION

Authorization for the City Manager and Chief of Police to sign the attached GOHS contract to provide \$10,000.00 for overtime expenses that will be incurred from October 1, 2016 through September 30, 2017 for Selective Traffic Enforcement Patrol (STEP) Details.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve the Governor's Office of Highway Safety Grant, Contract Number 2017-PT-014, and authorize the City Manager and Police Chief to sign said contract."

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department (CPD) with grant opportunities, providing funding of many thousands of dollars, on numerous occasions. In the past several years GOHS has awarded CPD with funding to purchase the Mobile Command Vehicle, PBTs, Radar Counting Machine, participate in hundreds of overtime hours for DUI Saturation and Check-Point Details, Red Light Running Details, as well as Child and Infant Car Safety Seat Events. This funding is the only way CPD is able to participate in these special details and events.

JUSTIFICATION/BENEFITS/ISSUES

Signature is required before further evaluation and award of funds can occur. This funding is significant in that it will cover \$10,000.00 worth of overtime expenses incurred during Selective Traffic Enforcement Patrol Details. This funding allows the Department to participate in selective traffic enforcement such as, Red Light Running Details, School Zone Details and patrol areas of Cottonwood where traffic has become an issue.

COST/FUNDING SOURCE

Governor's Office of Highway Safety

ATTACHMENTS:

Name:	Description:	Type:

📎 2017-PT-014_Contract_(1).pdf	Grant Contract to be signed (1)	Cover Memo
📎 2017-PT-014_Contract_(2).pdf	Grant Contract to be signed (2)	Cover Memo

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.600

1.	APPLICANT AGENCY Cottonwood Police Department	GOHS CONTRACT NUMBER: 2017-PT-014
	ADDRESS 199 S. 6th Street, Cottonwood, AZ 86326	PROGRAM AREA: 402-PT
2.	GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT: Jennifer Mathe
	ADDRESS 827 N. Main Street, Cottonwood, AZ 86326	3. PROJECT TITLE: STEP Enforcement
4.	GUIDELINES: 402-Police Traffic (PT)	

5. **BRIEFLY STATE PURPOSE OF PROJECT:**
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Cottonwood.

6.	BUDGET COST CATEGORY	Project Period FFY 2017
I.	Personnel Services	\$8,000.00
II.	Employee Related Expenses	\$2,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$10,000.00

PROJECT PERIOD FROM: Effective Date
(Date of GOHS Director Signature) TO: 09-30-2017

CURRENT GRANT PERIOD FROM: 10-01-2016 TO: 09-30-2017

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Cottonwood:

- Encompasses approximately 714 square miles;
- Population of more than 11,265;
- Is located in Yavapai County which encompasses approximately 8800 square miles;
- Is the largest city in the Verde Valley and serves as the hub of the Verde Valley;
- The unincorporated areas bordering the City of Cottonwood, i.e., the Verde Villages, Verde Santa Fe and Cornville, adds another 11,000 residents;
- Tourism during big event weekends can increase the City's population by 10% to 20%.

The City serves the entire population whether they live within or outside the City limits and the Police Department also assists other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office. The Cottonwood Police Department consists of 33 sworn officers, 22 civilian personnel, and 16 volunteers.

To keep up with the continued growth of their area, the Department takes an innovative approach to police services and strives to remain proactive in their efforts.

The City of Cottonwood has:

- Thirteen (13) traffic signals;
- Two (2) roundabouts;
- Approximately five (5) miles of Highway 260 and;
- Highway 260 is a thoroughfare to Camp Verde and Interstate 17 to Flagstaff, Prescott and Phoenix and is highly traveled;

Approximately five (5) miles of 89A in the Department's jurisdiction

Agency Problem/Attempts to Solve Problem:

The City of Cottonwood, although only has 13 traffic signals, still has the same issues as any other large city with Red Light Running. One third of the accidents are at these intersections and 20% of those are due to red light running. On an average, the City has only one (1) fatal accident per year and usually it is at one of the intersections. With the increase of traffic in the City and more distractions from different electronic devices, i.e. cell phones, computers, GPS systems, more accidents may occur.

As part of their routine job, officers, while patrolling, are constantly looking for traffic offenses, but traffic offenses are not their only responsibility during their regular shift. Officers always have the likelihood to be called away to handle other issues unrelated to traffic. Unfortunately, if it is a busy shift, usually traffic offenses become a non-priority issue. Selective traffic enforcement is needed to patrol the high speed and traffic areas of the City. Thanks to GOHS, the Department now has a Radar Recorder that can be placed discreetly in the areas of the complaints. This Radar Recorder, when placed on the street, will allow the Department to:

- Track speeders;
- Locate high traffic areas;
- Record the times the violations occurred;
- Determine if enforcement is needed.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Cottonwood.

How Agency Will Solve Problem With Funding:

If funding is approved, a media release will go out to the public regarding the grant award from the Governor's Office of Highway Safety. The release will provide details on the funding received and how it will be utilized to enhance traffic enforcement in the City of Cottonwood and Yavapai County. Press releases will also be issued throughout the year describing the different grant funded activities that the officers have participated in.

All overtime enforcement program stats will be compiled by the Sergeant in charge of the GOHS grants. He/she will assign an officer on each Enforcement Detail to be in charge of submitting their stats for that detail to GOHS. The single event stats are evaluated at the end of the detail and these stats are then combined each month and the individual programs are then evaluated. Through these stats, the officer in charge makes sure all stats are correct, that every assigned officer is participating in the enforcement detail, if the detail was considered a success or not and if not how to improve on the next event.

Cottonwood PD looks to complete a minimum of 10 STEP enforcement details by the end of the grant project period.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Cottonwood.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PT/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Cottonwood Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cottonwood Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Cottonwood Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2 nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3 rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4 th Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Steve Gesell, Chief, Cottonwood Police Department, shall serve as Project Director.

Jennifer Mathe, Senior Administrative Assistant, Cottonwood Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs,

	inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$8,000.00
II.	Employee Related Expenses (ERE)	\$2,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of \$10,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Steve Gesell, Chief
Cottonwood Police Department

***Signature of Authorized Official of
Governmental Unit:***

Doug Bartosh, City Manager
City of Cottonwood

Date Telephone

Date Telephone

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.600

1. APPLICANT AGENCY Cottonwood Police Department		GOHS CONTRACT NUMBER: 2017-PT-014
ADDRESS 199 S. 6th Street, Cottonwood, AZ 86326		PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT City of Cottonwood		AGENCY CONTACT: Jennifer Mathe
ADDRESS 827 N. Main Street, Cottonwood, AZ 86326		3. PROJECT TITLE: STEP Enforcement
4. GUIDELINES: 402-Police Traffic (PT)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Cottonwood.		
6. BUDGET COST CATEGORY		Project Period FFY 2017
I. Personnel Services		\$8,000.00
II. Employee Related Expenses		\$2,000.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$0.00
VII. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$10,000.00
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2017
CURRENT GRANT PERIOD	FROM: 10-01-2016	TO: 09-30-2017
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,000.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Cottonwood:

- Encompasses approximately 714 square miles;
- Population of more than 11,265;
- Is located in Yavapai County which encompasses approximately 8800 square miles;
- Is the largest city in the Verde Valley and serves as the hub of the Verde Valley;
- The unincorporated areas bordering the City of Cottonwood, i.e., the Verde Villages, Verde Santa Fe and Cornville, adds another 11,000 residents;
- Tourism during big event weekends can increase the City's population by 10% to 20%.

The City serves the entire population whether they live within or outside the City limits and the Police Department also assists other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office. The Cottonwood Police Department consists of 33 sworn officers, 22 civilian personnel, and 16 volunteers.

To keep up with the continued growth of their area, the Department takes an innovative approach to police services and strives to remain proactive in their efforts.

The City of Cottonwood has:

- Thirteen (13) traffic signals;
- Two (2) roundabouts;
- Approximately five (5) miles of Highway 260 and;
- Highway 260 is a thoroughfare to Camp Verde and Interstate 17 to Flagstaff, Prescott and Phoenix and is highly traveled;

Approximately five (5) miles of 89A in the Department's jurisdiction

Agency Problem/Attempts to Solve Problem:

The City of Cottonwood, although only has 13 traffic signals, still has the same issues as any other large city with Red Light Running. One third of the accidents are at these intersections and 20% of those are due to red light running. On an average, the City has only one (1) fatal accident per year and usually it is at one of the intersections. With the increase of traffic in the City and more distractions from different electronic devices, i.e. cell phones, computers, GPS systems, more accidents may occur.

As part of their routine job, officers, while patrolling, are constantly looking for traffic offenses, but traffic offenses are not their only responsibility during their regular shift. Officers always have the likelihood to be called away to handle other issues unrelated to traffic. Unfortunately, if it is a busy shift, usually traffic offenses become a non-priority issue. Selective traffic enforcement is needed to patrol the high speed and traffic areas of the City. Thanks to GOHS, the Department now has a Radar Recorder that can be placed discreetly in the areas of the complaints. This Radar Recorder, when placed on the street, will allow the Department to:

- Track speeders;
- Locate high traffic areas;
- Record the times the violations occurred;
- Determine if enforcement is needed.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Cottonwood.

How Agency Will Solve Problem With Funding:

If funding is approved, a media release will go out to the public regarding the grant award from the Governor's Office of Highway Safety. The release will provide details on the funding received and how it will be utilized to enhance traffic enforcement in the City of Cottonwood and Yavapai County. Press releases will also be issued throughout the year describing the different grant funded activities that the officers have participated in.

All overtime enforcement program stats will be compiled by the Sergeant in charge of the GOHS grants. He/she will assign an officer on each Enforcement Detail to be in charge of submitting their stats for that detail to GOHS. The single event stats are evaluated at the end of the detail and these stats are then combined each month and the individual programs are then evaluated. Through these stats, the officer in charge makes sure all stats are correct, that every assigned officer is participating in the enforcement detail, if the detail was considered a success or not and if not how to improve on the next event.

Cottonwood PD looks to complete a minimum of 10 STEP enforcement details by the end of the grant project period.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Cottonwood.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PT/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Cottonwood Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cottonwood Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Cottonwood Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Steve Gesell, Chief, Cottonwood Police Department, shall serve as Project Director.

Jennifer Mathe, Senior Administrative Assistant, Cottonwood Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs,

	inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCT's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$8,000.00
II.	Employee Related Expenses (ERE)	\$2,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of \$10,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)_____
(Address)_____
(City, State, Zip Code)**4. DUNS Number:**_____
(DUNS #)_____
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Steve Gesell, Chief
Cottonwood Police Department

***Signature of Authorized Official of
Governmental Unit:***

Doug Bartosh, City Manager
City of Cottonwood

Date Telephone

Date Telephone

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	October 18, 2016
Subject:	Verde Village Unit 8 Annexation Boundary Correction
Department:	City Clerk
From:	Scott Ellis, Community Development Planner

REQUESTED ACTION

To hold a Public Hearing for the Verde Village Unit 8 Annexation as required by State Law.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

No motion is needed.

BACKGROUND

Staff was directed by the City Council on September 20th, 2016 to proceed with the annexation for portions of 13 lots that were bisected by the City/County Boundary. Since that date, the following process has been completed by staff in accordance with Arizona State Law.

On September 21st, the Notice of Proposed Annexation, The Annexation Petition, Legal Description and Map and an Annexation Petition were placed on file with the Yavapai County Recorder. A copy of that filing was also sent to the Clerk of the Yavapai County Board of Supervisors, Yavapai County Assessor and the Cottonwood City Clerk. This began a 30 day "Waiting Period" as required by State law.

On October 2nd, the Public Hearing Notice was published in the Verde Independent.

On October 7th, the site was posted with four Public Hearing Notices and the Public Hearing Notice was also mailed to all property owners in the proposed annexation area. In addition, a copy was sent to the Yavapai County Board of Supervisors Chair.

The Public Hearing by the City Council is being held within the last 10 days of the waiting period as required by state law. Provided positive direction from Council, staff will begin obtaining signatures from the affected property owners beginning October 21st, 2016. At that time, there is a one year time limit to obtain signatures from greater than 50% of all property owners representing greater than 50% of the value of all area to be annexed. When that threshold is reached, the annexation will be scheduled for City Council action on the Annexation Ordinance.

HISTORY

Staff was contacted by the Yavapai County Assessor regarding 13 properties that were bisected by the City/County boundary. These lots were created in the Verde Village Unit 8 subdivision on December 20, 1971. Both the City Council and Yavapai County Board of Supervisors approved the plat for the subdivision with the boundary without comments regarding the lots platted over the boundary. A previous County Assessor compromised by showing the City Limits in a saw-tooth fashion to avoid splitting the lots in two. This continued for approximately forty-two years until Assessor's staff received a question regarding eligibility to vote in City elections.

According to the Assessor's Office, there are only two options to correct this error. The 13 affected property owners can choose to annex their portion of property that lies in the County into the City of Cottonwood. If they choose not to, the Assessor will be required to split the lots and issue the property owner two tax bills.

JUSTIFICATION/BENEFITS/ISSUES

Annexing those properties that straddle the City/County boundary will allow for better emergency response for fire, medical, and police by clearly showing which properties fall within the City and which are in the County. At this time, some of the properties are determined to be in the County, even though most of their property is in the City. The opposite is also true. This annexation will also allow these property owners to vote in City elections and also provide a single tax bill for the property owner.

COST/FUNDING SOURCE

The only cost associated with this annexation will be staff time for processing the required documents, collecting signatures, and recording documents. Minimal cost for emergency services may be associated with this annexation.

ATTACHMENTS:




Name:	Description:	Type:
 2016-10-18_Legal_Description_NOVUS.pdf	Legal Description	Cover Memo
 2016-10-18_Map_NOVUS.pdf	Map	Cover Memo
 2016-10-18_Public_Hearing_Notice_NOVUS.pdf	Public Hearing Notice	Cover Memo

EXHIBIT A

Those portions of lots 3998, 4007, 4008, 4009, 4011, 4309, 4310, 4323, 4324, 4336, 4340, 4364 and 4365, and all of lot 4335, Verde Village Subdivision Unit 8; that lie south of the south line of Sec. 4, T15N, R3E, Gila and Salt River Base and Meridian; AND adjacent Yavapai County right-of-way sections for Kearny Way, Spur Drive, Monte Tesoro Drive, and E. Cruz Circle, extending 100 feet south of the corporate boundary of the City of Cottonwood. The south boundary of the included right-of-way tracts is parallel with the north boundary of those tracts.






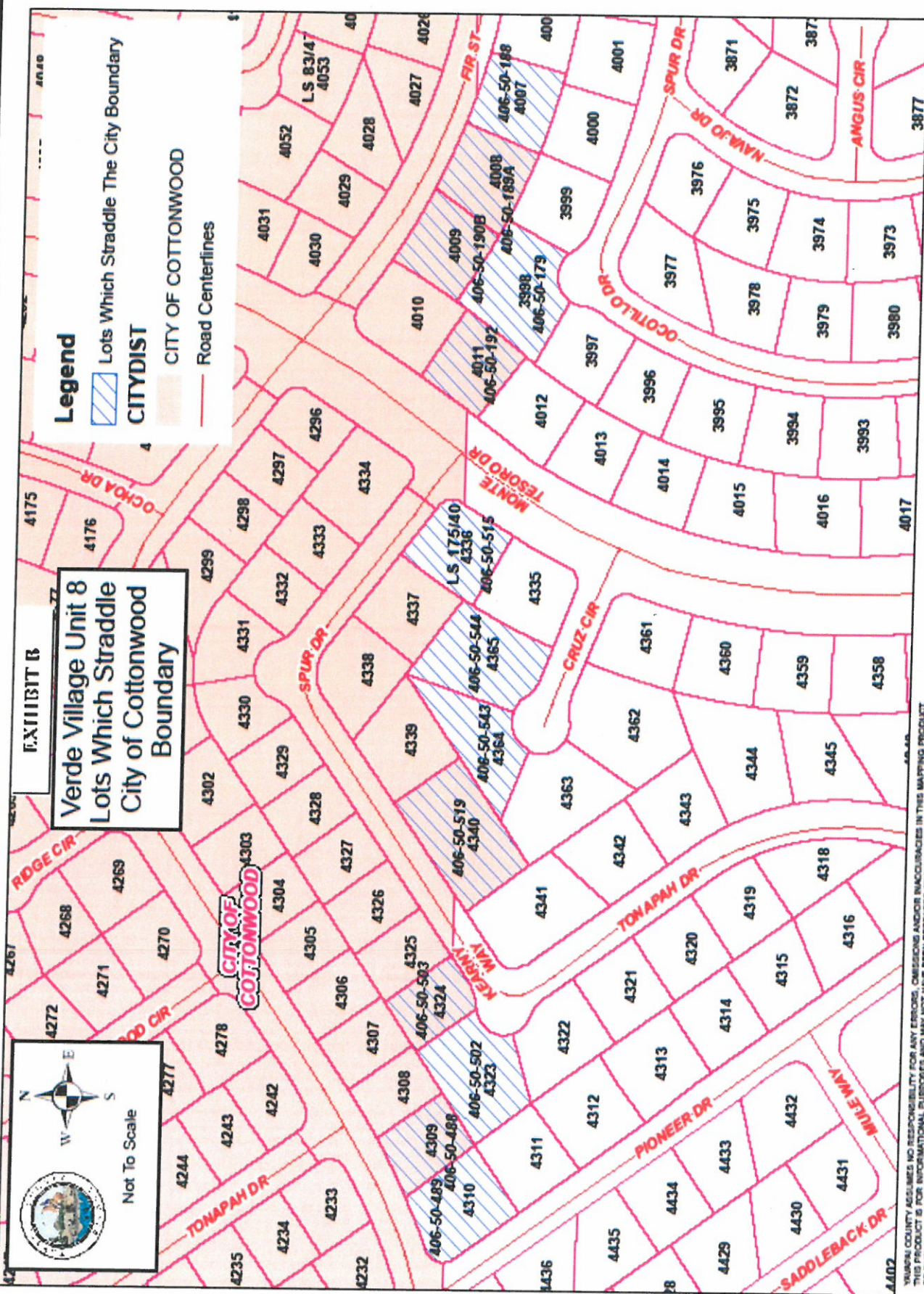
Not To Scale

EXHIBIT B

**Verde Village Unit 8
Lots Which Straddle
City of Cottonwood
Boundary**

Legend

-  Lots Which Straddle The City Boundary
-  CITY OF COTTONWOOD
-  Road Centerlines



YAVAPAI COUNTY ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS AND/OR INACCURACIES IN THIS MAPPING PRODUCT. THIS PRODUCT IS FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL ENGINEERING OR SURVEYING PURPOSES. USERS OF THIS INFORMATION SHOULD REVIEW OR CONSULT THE PRIMARY DATA AND INFORMATION SOURCES TO ASCERTAIN THE USABILITY OF THE INFORMATION.

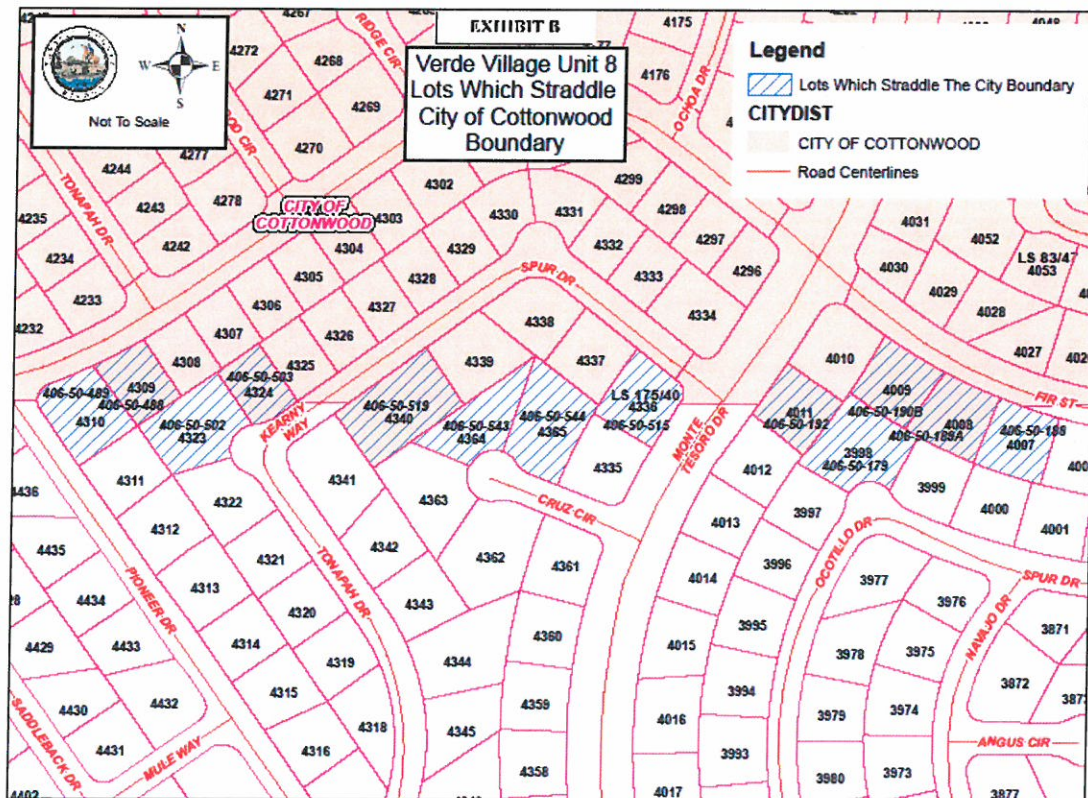
Date: 5/5/2014



LEGAL NOTICE

The City of Cottonwood City Council will hold a Public Hearing on Tuesday, October 18th, 2016 at 6:00 P.M, in the City Council Chambers at 826 North Main Street to consider the following:

- Possible annexation of portions of 13 residential parcels located in Verde Village Unit 8, each of which are currently located partially within the City of Cottonwood and partially in unincorporated Yavapai County; a portion of Sections 15 and 22 of Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. The 13 properties are located generally south of W. Fir Street with addresses on E. and W. Fir Street, S. Ocotillo Drive, S. Monte Tesoro Drive, Spur Drive, Kearny Way, E. Cruz Circle, S. Pioneer Drive, and S. Tonapah Drive.



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Date: 6/6/2014

All interested persons are invited to attend this hearing. Material relating to the above is available for review from 8:00 AM to 4:30 PM, Monday through Friday, at the City of Cottonwood Community Development Department at 111 N. Main Street, Cottonwood, Arizona 86326, or call (928) 634-5505.

PUBLISH VERDE INDEPENDENT: October 2, 2016

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	October 18, 2016
Subject:	Presentation of the Draft New City Website
Department:	Administrative Services
From:	John Carter, IT Manager
	Jesus R. Rodriguez, Administrative Services General Manager

REQUESTED ACTION

Direction from the City Council on the new website design

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: N/A. Possible direction only.

BACKGROUND

The City of Cottonwood has been working on updating its website as part of its branding process. Staff has a design ready to show, and before it is completely populated, we would like the Council to approve the design.

This current design was chosen by the developer, CivicPlus and the Website Development committee. This committee has already gone through training on the Content Management System (CMS) used to make changes to the new website. We are at a point where we feel comfortable bringing it before Council for approval and solicit suggestions for modifications.

This is a demo product only. Currently this demo website is located at a production site and not the City site. The link to the development version is: <http://az-cottonwood.civicplus.com>

JUSTIFICATION/BENEFITS/ISSUES

Some of the benefits are:

- More streamlined website appearance
- Better branding for Cottonwood
- More opportunity for engagement with citizens
- Much better and easier interface for adding current content
- Quickly and easily disseminate information

COST/FUNDING SOURCE

Approved funding for the project is distributed among the various funds that will use the finished product.

<u>ATTACHMENTS:</u>		
Name:	Description:	Type:
No Attachments Available		

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	October 18, 2016
Subject:	EDA Grant Request for Extension of Old Town Streetscape, Phase 4
Department:	City Clerk
From:	Casey Rooney, Economic Development

REQUESTED ACTION

Requesting authorization to apply for EDA Grant for Old Town Streetscape Extension Project-Phase 4

SUGGESTED MOTION

If the Council desires to approve this item, the suggested motion is:

"I move to authorize the submission of a grant application to the United States Economic Development Administration as proposed by staff."

BACKGROUND

Mr. Rooney approached the NACOG Economic Development Council on October 6, 2016, requesting support to submit a grant request to the Economic Development Administration (EDA), which is part of the United States Department of Commerce. This grant would help fund the Old Town Streetscape Extension project (Phase 4-Willard Street to 10th Street). Mr. Rooney will approach the NACOG Regional Council, requesting their support as well. At this time Mr. Rooney is requesting approval from Council to submit the grant application to the EDA.


JUSTIFICATION/BENEFITS/ISSUES

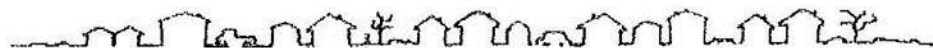
In 2006, Old Town had approximately 80 people employed in this district. Today, we have over 400 people employed with approximately 90 businesses in Old Town. The intent of this EDA grant is to encourage business growth in the newly improved (streetscape) Old Town district.

COST/FUNDING SOURCE

Old Town Streetscape Extension is an ongoing 7-phase project, costing approximately \$10 million. Three phases have already been completed at an estimated cost of \$2.5 million. Upcoming Phase 4 is anticipated to cost approximately \$2.7 million. We will be requesting \$2,430,000 from EDA. If the grant is funded, the City's contribution for Phase 4 would be approximately \$270,000 (10%+/-). We are also expecting \$100,000.00 of in-kind contributions for this project.

ATTACHMENTS:

Name:	Description:	Type:
 EDD_Assistance_Application_(003).pdf	Application for Assistance	Cover Memo
 10-18-16_EDD.pdf	EDD Letter	Cover Memo



Application for NACOG/EDD Assistance

Application Date

10/06/16

Contact Information

Contact Name: Casey Rooney

Organization Name: City of Cottonwood

Organization Address: 821 N. Main Street Cottonwood Arizona 86326
City State Zip

Contact Telephone (928) 340-2741

Contact E-Mail: crooney@cottonwoodaz.gov

Brief Description of Project Category: ☐ Disaster Relief ☒ Public Works ☐ Technical Assistance

City of Cottonwood is implementing a 7-phase infrastructure project to upgrade existing roadway and streetscape. 3 phases have been completed. The Old Town Main Street business district was ignored when the bypass was constructed approximately 15 years ago. Traffic was conveniently re-routed away from our original downtown area. Visitors to Cottonwood and Clarkdale no longer needed to drive through our downtown, causing a hardship for local business and industry, dependent on that traffic flow.

Estimated Benefits to the Community

This infrastructure upgrade will allow Cottonwood to expand the geographic boundary of the Old Town business district, increasing traffic flow, thereby improving business, industry and tourism in this district. The traveling public will once again be encouraged to visit and will be directed to our expanded Old Town district. This project will provide much needed economic development activity and commerce to our own community, as well as Clarkdale.

Project Cost

Total Project Cost	\$ <u>2,700,000 (phase 4 only)*</u>
Amount of funding from other sources	\$ <u>270,000-City of Cottonwood</u>
Est. matching funds and in-kind contributions	\$ <u>100,000</u>
Amount of funds requested from NACOG/EDD	\$ <u>2,430,000</u>

*\$10,327,397.81-total project cost. (First 3 phases completed-funded by City-\$2,500,000 est.)

Jobs

Number of full time local jobs created	<u>100</u>
Number of part time local jobs created	<u>100</u>

List actions that the applicant will take to buy America - (requested not required)

Estimated start and finish times for the project once funding is secured

Estimated to begin mid-2017 and scheduled to finish late-2018.



10/13/2016

Mr. Casey Rooney
827 N. Main St.
Cottonwood, AZ 88626

Dear Mr. Rooney,

Thank you for bringing your EDD Public Works Assistance Application presentation to the October 6, 2016 meeting of the EDC. It was well-received, as was evidenced by the unanimous vote to approve and recommend to Regional Council.

The Regional Council will meet on October 27, 2016 at 12:00 noon at High Country in Flagstaff. Your EDA presentation is scheduled to be reviewed and approved at this meeting. Please plan to be at High Country Conference Center, 201 W. Butler Ave., Flagstaff by 12:00 PM.

Sincerely,

Teri Drew
Regional Director

TD/js

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	October 18, 2016
Subject:	Thunder Valley Rally Review/Statistical Analysis
Department:	Community Services
From:	Richard Faust, Community Services Gen. Manager/Hezekiah Allen, Recreation Services Supervisor

REQUESTED ACTION

No action is requested as this is a presentation.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

No motion is desired as this is a presentation

BACKGROUND

Thunder Valley Rally began 16 years ago as the brain child of Cliff Castle Casino as a way to attract visitors to the casino and the surrounding Verde Valley. After over \$1 million dollars in branding was spent throughout the years with Cliff Castle Casino in 2011, the Casino approached the City of Cottonwood to see whether or not the City would be interested in adopting the event as the Nation felt the concept would be a better fit in Old Town, while still benefiting the entire Verde Valley. The request to assume the event was presented to the council who gave direction to proceed with the event. In 2011, and 2012, city staff facilitated the program on a shoe string budget, but quickly realized that the concept, combined with Historic Old Town Cottonwood, was novel in Arizona. The event has served as another means in which to bring tourism traffic and name recognition to Old Town as a place to visit. In 2013 and 2014, the City partnered with two different promoters to assist with groundwork, funding, and promoting. Throughout this process staff learned, and in the end, walked away with an event that was firmly established as an economic driver reaching local, regional and statewide enthusiasts. Staff also gained insight into marketing all of Cottonwood to ensure economic opportunities for as many businesses as possible throughout the city and the valley. However, the primary focus was on marketing Old Town and ensuring an economic opportunity for our merchants not just during the event, but with future visits from the participants.

In 2015, City staff once again regained control of the event and started a committee consisting of local stakeholders, industry leaders, citizen riders, and local merchants. The main goal set by the committee in 2015

was to re-build local and statewide partnerships, rebuild the event's reputation, and understand baseline numbers. At the conclusion, staff and the committee felt these goals had been achieved.

Following the re-cap presented to council in 2015, council asked staff to conduct a survey of Old Town merchants and area-wide businesses to assess the event's sustainability amongst these groups. Of the two surveys administered by the Old Town Association and the Chamber of Commerce both came back with similar findings. Both showed statistical data that indicated support for the program, and that it does have a tangible economical value and benefit. "The merchants wanted Thunder Valley Rally to continue with 67 percent of Old Town Merchants voting to continue the event, and city-wide businesses 73 percent voting to continue the event. The recent Verde Independent study asked if Cottonwood should continue the Thunder Valley Event; 63 percent answered yes and 37 percent answered no."

Council voted 6 to 1 to continue with the program in 2015. With this information, the council had asked the TVR Committee to consider a growth plan for the event. The committee adopted a 5 year plan that included the consideration of moving the main stage evening concerts to a nearby park. This year marked the 2nd year of the 5 year plan, as the committee continues to review the brand strength of the event; event attendance; along with funding verses revenue gap - which is shrinking dramatically. These goals will dictate a better baseline stability for the event in the future as staff reviews post program opportunities, and options for better revenue enhancement/growth.

Event Overview:

Event attendance is determined based upon combined total weekend attendance. The 2016 event brought a newly developed fee structure, 80+ volunteers, increased vendor fees, additional revenue streams, and a more aggressive marketing strategy. The TVR Committee set out on a mission to lower the city's hard cash investment by 50%, amongst others. At this point, all indications point to this being achieved. The 2016 event brought 423 poker run participants compared to 350 in 2015. Of the event's three ATM machines located in Old Town for 1.5 days they dispersed \$25,600.00 this year and \$20,000 in 2015. In addition, the Iron Horse ATM machine dispersed a reported \$7k in conjunction with the event. The shuttles transported 1611 people in 2016, and 1248 in 2015. The Verde Valley Fairgrounds received 47 reservations in 2016 as compared to 12 in 2015. The 2016 event welcomed 9 local charities with combined revenue collections of \$34,706.00 up from \$26,652.51 in 2015. With the additional fee system, the other relative benefit is more accurate attendance measures. See below:

Sold Motorcycle Bands = $\$23,753.00 / \$10 = 2,375.30 * 1.7 = 4,038$ (Guests)

Sold Concert Passes = $\$14,832.00 / \$5 = 2,967$ (Guests)

Non-Paid Attendees EST. = 1500 (Missed Bikes/Free Attendees)

Total = 8,505 Guests

Staff feels this is up from last year, as all other matrix information show increases. However, last year's

measure of 7-10,000 was still within range.

TVR Committee Members:

Terence Pratt (Council Member), Karen Verneti (D&K Cycles, Service, & ATV), Christopher Robin (Main Stage), Becca Riffel (Main Stage), Randy Garrison (Council Member), Mitch Levy (Burning Tree Cellars), Rose Ortiz (Toy Run), Kyle Rose (Grand Canyon HD), Robert Moellman (Law Tigers), Chris Pratt, Lizzy Dickens (MMA) & Dennis Ward (Cottonwood Motorsports).

JUSTIFICATION/BENEFITS/ISSUES

Thunder Valley Rally creates a significant positive economic impact seen throughout the Verde Valley. It also sends out a message throughout the nation and state that Cottonwood is a great place to visit, which is very challenging to quantify, but through qualitative measures seen by visitor profiles along with growth studies, equates to a collaborative approach that is working to build Cottonwood's tourism market.

COST/FUNDING SOURCE

TVR total liabilities including staffing \$141,096.54 and total assets were \$101,770.53 not including estimated net sales tax return. This results in a cash-in/out investment of \$39,326.01. The total budget appropriation was \$150,000. Cost-benefit analysis including an approx. \$40K sales tax return indicates a +\$673.99 to the city. However, community benefit would have to also include the \$34,706.00 raised by local charities.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

CLAIMS EXCEPTIONS REPORT OF OCTOBER 18, 2016[illegible]